

## ARTICLE 10 - PAR/BTSA PROGRAM

### 10.1 Definitions:

10.1.1 PAR – Peer Assistance Review

10.1.2 BTSA –Beginning Teachers Support and Assessment

### 10.2 PAR/BTSA Joint Panel:

10.2.1 Purpose: The purpose of the PAR/BTSA Joint Panel is to oversee both programs as outlined by law.

10.2.2 Composition and Selection: The Joint Panel is composed as follows: two administrators chosen to serve by the District and three permanent teachers selected by the Association. The chair alternates annually between a teacher and an administrator. A panel year is defined as July 1 through June 30.

### 10.2.3 Duties and Responsibilities:

- a. Administer the PAR Program
- b. Monitor the BTSA Program
- c. Determine its own meeting schedule
- d. Shall not participate in any discussion or decision making on any matter in which he/she has professional or personal conflicts of interest
- e. Establish operating rules and procedures for PAR
- f. Establish an evaluation process for Consulting Teachers and Reflective Coaches. (All rules and procedures established by the Joint Panel shall be provided to all applicants.)
- g. Participate in any training required to implement the program
- h. Collaborate with other teacher support programs
- i. Determine personnel needs of the PAR and BTSA programs based on state guidelines
- j. Recruit and select Consulting Teachers and Reflective Coaches
- k. Generate and maintain a list of alternate Consulting Teacher and Part-Time Reflective Coach candidates
- l. Insure training of Consulting Teachers and Reflective Coaches
- m. Develop a program budget subject to Board approval
- n. Monitor expenditures for supplies and resources for Consulting Teachers and Reflective Coaches
- o. Accept or reject self-referrals for participation in PAR and non-eligible applicants for BTSA
- p. Meet with Consulting Teachers periodically to approve staff development plans for Participating Teachers
- q. Evaluate the documentation of Consulting Teachers and Reflective Coaches
- r. Monitor the progress of Participating Teachers in PAR and Candidates in BTSA and make recommendations accordingly
- s. Consider the Participating Teachers' or Candidates' requests that Participating Teachers or Candidates be assigned to other Consulting Teachers or Reflective Coaches and accept or reject the requests
- t. Consider the Consulting Teachers'/Reflective Coaches' requests that Participating Teachers or Candidates be assigned to other Consulting Teachers or Reflective Coaches and accept or reject the requests
- u. Will ensure a smooth, professional transition in the event of a change of the evaluator of a Participating Teacher

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- v. Evaluate annually the impact of the District's PAR program in order to improve the program including, but not limited to:
  - 1. Number of "unsatisfactory" permanent teacher evaluation referrals
  - 2. Number of "needs improvement" permanent teacher evaluation referrals
  - 3. Number of self-referred participants
  - 4. Training needs of Consulting Teachers
  - 5. Training needs of the Joint Panel
  - 6. Interventions Utilized
  - 7. Release time needed by Consulting Teachers, Joint Panel members, and Participating Teachers
  - 8. Monitor budget periodically

### 10.2.4 Recommendations and Decision Making:

10.2.4.1 The Joint Panel uses a consensus (no dissenting opinions) model for decision making.

10.2.4.2 To conduct an official meeting, at least three (3) of the five (5) members of the Joint Panel must be present. No action or recommendations shall be agreed upon unless at least two (2) Association panel members and one (1) District panel member are present.

10.2.4.3 The Joint Panel shall not meet to review the Consulting Teachers' reports before ten (10) working days following receipt of the report to allow a Participating Teacher sufficient time to submit a written response. By written agreement of the Joint Panel and the Participating Teacher, time lines can be extended.

10.2.4.4 The Joint Panel shall generate a final report on each mandated PAR Participating Teacher to be sent to the site administrator. A self-referred Participating Teacher may request the final report be sent to the site administrator. The final report will include the participant's growth, strengths, and areas needing improvement. The report may also recommend that the Participating Teacher continue receiving assistance from the PAR program.

10.2.4.5 The Joint Panel shall not receive reports for BTSA Participating Teachers.

### 10.2.5 Confidentiality:

10.2.5.1 All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

- a. In response to a subpoena or order of the court
- b. The final report may be used by the district in any employment action based upon instructional performance.

10.2.5.2 Any breach of confidentiality shall be cause for removal from the Joint Panel.

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10.2.6 Duty to Indemnify: The District shall hold harmless the members of the Joint Panel for any liability arising out of their participation in the program.

10.2.7 Evaluations: Participation as a PAR/BTSA Joint Panel member shall not be reflected on the teacher's evaluation unless requested by the teacher.

### 10.3 PAR Program:

10.3.1 Purpose: The purpose of the PAR Program is to assist and support Participating Teachers in satisfactorily meeting the California Standards for the Teaching Profession.

10.3.2 Funding: Not more than 5% of the funds received by the school district for PAR may be expended for administrative costs. It is understood and agreed that this program shall terminate if for any reason there exists an inability for full funding thereof through AB IX (1999, Villariagos), BTSA, or successor legislation. Funding will be used first for mandated participation in the Peer Assistance and Review Program and then may be shared with BTSA, Self-Referred PAR, New Teacher Academy and Staff Development.

10.3.3 Participating Teachers: The Participating Teacher is a bargaining unit member who receives assistance and coaching to satisfactorily meet the California Standards for the Teaching Profession. There are two (2) categories of participating teachers---mandatory participation and voluntary participation.

#### 10.3.3.1 Mandatory Participation:

10.3.3.1.1 All permanent teachers who receive an "unsatisfactory" or a "needs improvement" on a final evaluation in the Standard Assessment Process shall participate in PAR.

10.3.3.1.2 The Participating Teacher shall have the right to present reasons in writing, by the end of the eighth week of the contract year, to the Joint Panel explaining why his or her specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered.

10.3.3.1.3 The Consulting Teacher shall provide assistance to the Participating Teacher until the Consulting Teacher concludes that the Participating Teacher has demonstrated satisfactory improvement or that further assistance will not be productive, at which time, the Consulting Teacher will submit a written recommendation to the Joint Panel. Recommendations will be made at least annually. The Consulting Teacher shall continue to provide assistance until the Joint Panel acts on the recommendation. The Participating Teacher shall have the right to submit a written response to the final report within ten (10) days of its receipt.

10.3.3.2 Voluntary Participation: Permanent and third year teachers who seek to improve their teaching performance or experienced teachers new to the district may self-refer to the Joint Panel for participation in the PAR program. The Self-Referred Teacher may terminate his or her participation in the PAR program at any time without a requirement to give a reason for said request.

10.3.4 Exclusions: The program shall not deal with teachers' employment issues

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that arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations as provided in Article 6 - Evaluations of the contract. The evaluation process for any Participating Teacher shall

not be altered as a result of participating in the PAR program.

10.3.5 Consulting Teachers: A Consulting Teacher shall be a permanent Certificated bargaining unit member of the District or from a participating district within the consortium. The Consulting Teacher will provide assistance to Participating Teachers enrolled in the PAR program.

### 10.3.5.1 Qualifications:

Consulting Teachers shall:

- a. Possess a clear California teaching credential
- b. Have successfully taught in the school district for three of the last five years, spending at least 60% of a full time position providing classroom instruction to students
- c. Demonstrate exemplary teaching ability
- d. Demonstrate talent in written and oral communications
- e. Demonstrate leadership ability or potential within her/his profession
- f. Demonstrate ability to work cooperatively and effectively with other professional staff members
- g. Have extensive knowledge of subject matter and mastery of a range of teaching, strategies including classroom management and instructional techniques

### 10.3.5.2 Selection:

Consulting Teachers shall be selected as follows:

- a. A notice/announcement of vacancy will be posted/distributed.
- b. Applicants shall submit an application form.
- c. Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one letter will be from the immediate supervisor.
- d. Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- e. Each applicant will be interviewed by the Joint Panel.
- f. Consulting Teachers shall be selected by a consensus of the Joint Panel.
- g. Those qualified applicants not selected shall be placed on a list of alternate Consulting Teachers to fill vacancies that may arise.
- h. Out-of-District Consulting Teachers will be sought only when no qualified SVUSD Consulting Teacher is available.

10.3.5.3 Compensation of Consulting Teachers: Consulting Teachers will be compensated according to Appendix B – Extra Duty/Extra Pay of the contract.

### 10.3.5.4 Terms and Conditions:

10.3.5.4.1 Length of Term: The Consulting Teacher's term shall be one (1) year in length with annual performance reviews.

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The Consulting Teacher may apply to serve five (5) subsequent terms. The Consulting Teacher may not serve for more than five (5) consecutive years at a time without

Joint Panel approval.

10.3.5.4.2 Unexpired Terms: Should a Consulting Teacher resign or be unable to complete his or her term, the Joint Panel will appoint a replacement, and the replacement will serve the remainder of the Consulting Teacher's unexpired term.

10.3.5.4.3 Release Time and Workload: The Joint Panel shall determine the Consulting Teacher's release time and Participating Teacher/Consulting Teacher ratios.

10.3.5.4.4 Travel Reimbursement: The Consulting Teacher will be reimbursed for travel according to Article 23 – Bargaining Unit Member Travel of the contract.

10.3.5.5 Duties and Responsibilities: The PAR program strongly encourages a cooperative relationship between the Consulting Teacher, Site Administrator, and the Participating Teacher with respect to the process of peer assistance and review. The Consulting Teacher shall:

- a. Meet with the Participating Teacher and site administrator/evaluator to discuss the PAR program, establish mutually agreed upon performance goals aligned with pupil learning, and develop the written assistance plan and a process for determining successful completion of the PAR program.
- b. Conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback.
- c. Meet regularly for observations/discussion with each participating teacher.
- d. Conduct model lessons, provide staff development, and seek appropriate resources as needed, including the use of academic experts.
- e. Participate in meetings with other district Consulting Teachers.
- f. Maintain a written log of contacts and specific support given to each Participating Teacher; document all observations, visitations and meetings; and submit this documentation to the Joint Panel.
- g. Submit the final written report (annually) to the Participating Teacher and receive his/her signature to verify delivery and receipt.
- h. Participate in an annual review of the program with the Joint Panel.
- i. Submit the final report to the Joint Panel within five (5) working days of delivery to the Participating Teacher.
- j. Continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because it has determined that further assistance will not be productive or the teaching performance of the Participating Teacher is satisfactory.
- k. Submit a written report twice annually as calendared by the Joint Panel.
- l. Provide at any time a written or oral report to the Joint Panel regarding the progress of the Participating Teacher.

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### 10.3.5.6 Rights/Duty to Indemnify:

10.3.5.6.1 The Consulting Teacher shall have the right to present reasons in writing by the eighth week of the contract year why his or her specific Participating Teacher should

be/should not be reassigned to another Consulting Teacher and to have those reasons considered.

10.3.5.6.2 Participation as a Consulting Teacher shall not be reflected on that teacher's evaluation unless requested by the teacher.

10.3.5.6.3 The District shall hold harmless the Consulting Teacher for any liability arising out of his or her participation in the PAR program.

### 10.3.5.7 Confidentiality:

10.3.5.7.1 All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

- a. In response to a subpoena or order of the court
- b. The final report may be used by the district in any employment action based upon instructional performance.

10.3.5.7.2 All deliberations between the Joint Panel and the Consulting Teacher are confidential.

10.3.5.7.3 Any breach of confidentiality shall be cause for removal from the Consulting Teacher position.

## 10.4 BTSA Program:

10.4.1 Purpose: The purpose of the BTSA Program is to assist and support the Candidates in satisfactorily meeting the California Standards for the Teaching Profession.

10.4.2 Eligibility: The district will comply with the BTSA program as required by the State of California. The District will notify employees of any obligation or responsibility to expected participation in BTSA. These teachers shall be known as Eligible Teachers. Other teachers may apply to participate in BTSA.

10.4.2.1 An Eligible Teacher who has not completed a year of an approved California induction program may be enrolled in the District BTSA program for the first two years of his or her employment as a teacher in the District.

10.4.2.2 An Eligible Teacher who has completed a year of an approved California induction program in another district may be enrolled in the District BTSA program for the first year of his/her employment as a teacher in the District for his/her second year of BTSA.

10.4.3 Funding: The availability of the BTSA program is subject to funding in the annual Budget Act.

10.4.3.1 When the BTSA program is funded, all Eligible Teachers will be served.

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10.4.3.2 Funds received through the BTSA program must be used to support Eligible Teachers only; however, funds received through the PAR program or District funding may be used to support all teachers. When funding permits and all Eligible Teachers are being served in the BTSA program, other teachers

can apply for participation in the program. The Joint Panel shall determine which Non-Eligible Teachers will participate based on District needs.

10.4.4 Exclusions: The program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations as provided in Article 6 –Evaluations, of the contract. The evaluation process for any Eligible Teacher shall not be altered as a result of participating in the BTSA Program.

10.4.5 Support Providers: A Reflective Coach shall be a permanent certificated Bargaining unit member of the District or from a participating district within the RIMS Consortium. The Reflective Coach will provide assistance to Candidates enrolled in the BTSA program.

### 10.4.5.1 Qualifications:

Reflective Coaches shall:

- a. Possess a clear California teaching credential
- b. Have successfully taught in the school district for three of the last five years, spending at least 60% of a full time position providing classroom instruction to students
- c. Demonstrate exemplary teaching ability
- d. Demonstrate talent in written and oral communications
- e. Demonstrate leadership ability or potential within her/his profession
- f. Demonstrate ability to work cooperatively and effectively with other professional staff members
- g. Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques
- h. Demonstrate ability to effectively utilize computer technology and the Internet

### 10.4.5.2 Selection:

Reflective Coaches shall be selected as follows:

- a. A notice of vacancy will be posted.
- b. Applicants shall submit an application form.
- c. Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one letter will be from the immediate supervisor.
- d. Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- e. Each applicant will be interviewed by the Joint Panel.
- f. Reflective Coaches shall be selected by the Joint Panel.

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- g. Those qualified applicants not selected shall be placed on a list of alternate Reflective Coaches to fill vacancies that may arise.
- h. Out-of-District Reflective Coaches will be sought only when no qualified SVUSD Reflective Coach is available.

10.4.5.3 Categories: There are two categories of Reflective Coaches in the BTSA program---Full-Time Reflective Coaches and Part-Time Reflective Coaches. Each year, the Joint Panel shall determine the number of Full-Time and/or Part-Time Reflective Coaches that are needed for the BTSA program.

10.4.5.3.1 Full-Time Reflective Coach: A teacher will be designated as a BTSA teacher on assignment. His/Her work site shall be the district office for the purpose of travel reimbursement. The Superintendent or his/her designee shall be the Full-Time Reflective Coach's immediate supervisor. The immediate supervisor shall designate the primary job site. Each site served by him/her shall provide an office space so that he/she can complete the duties and responsibilities of a Reflective Coach.

10.4.5.3.2 Part-Time Reflective Coach: The teacher will carry out the duties and responsibilities of a Reflective Coach and will be assigned one or more Candidates by the Joint Panel. He/She will be compensated according to Appendix B – Extra Duty/Extra Pay of the contract.

10.4.5.4 Terms and Conditions:

10.4.5.4.1 Length of Term: The Reflective Coach's term shall be one (1) year in length with annual performance reviews. The Reflective Coach may apply to serve five (5) subsequent terms. The Reflective Coach may not serve for more than five (5) consecutive years at a time without Joint Panel approval.

10.4.5.4.2 Unexpired Terms: Should a Reflective Coach resign or be unable to complete his or her term, the Joint Panel will appoint a replacement, and the replacement will serve the remainder of the Reflective Coach's unexpired term.

10.4.5.4.3 Release Time and Workload: The Joint Panel shall determine the Part-Time Reflective Coach's release time and Eligible Teacher/ Reflective Coach ratios.

10.4.5.4.4 Travel Reimbursement: The Reflective Coach will be reimbursed for travel according to Article 23 – Bargaining Unit Member Travel, of the contract.

10.4.5.5 Duties and Responsibilities: The BTSA program strongly encourages a cooperative relationship between the Reflective Coach, Site Administrator and the Candidate with respect to the requirements of the BTSA program. The Reflective Coach shall:

- a. Complete training in the district training model (BTSA/CFASST)



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- b. Implement the California Formative Assessment and Support System for Teachers (CFASST) and the California Standards for the Teaching Profession which involves (a) formal and informal observations; (b) reflective conferences with the Candidate; (c) completion of written records that follow RIMS-BTSA timelines for the models and RIMS-BTSA state reports
- c. Follow BTSA guidelines and model for teacher support and mentoring
- d. Complete and submit all required paperwork in a professional and timely manner
- e. Keep a time log to be turned in to his/her immediate supervisor
  
- f. Attend all regularly scheduled in-district and RIMS Reflective Coaches' follow-up meetings
- g. Arrange release time for Candidates according to the BTSA/CFASST model
- h. Sign a BTSA Reflective Coach Agreement with the district and abide by all terms stated in that contract

### 10.4.5.6 Right/Duty to Indemnify:

10.4.5.6.1 It is understood that the purpose of such participation is to provide support, and that the Reflective Coach shall play no role in the evaluation of the teaching performance of a Candidate. The evaluation of the Candidate is the sole responsibility of the site administrator.

10.4.5.6.2 Participation as a Reflective Coach shall not be reflected on that teacher's evaluation unless requested by the teacher.

10.4.5.6.3 The District shall hold harmless the Reflective Coach for any liability arising out of his or her participation in the BTSA program.

### 10.4.5.7 Confidentiality:

10.4.5.7.1 All materials related to evaluations, reports, deliberations, and other personnel matters shall be confidential except in response to a subpoena or order of the court.

10.4.5.7.2 All deliberations between the Joint Panel and the Reflective Coach are confidential.

10.4.5.7.3 Any breach of confidentiality shall be cause for removal from the Reflective Coach position.