

MEMORANDUM OF UNDERSTANDING 5/21/2014
ARTICLE XVIII
PEER ASSISTANCE AND REVIEW PROGRAM

A. PURPOSE

The Peer Assistance and Review Program (PAR) allows exemplary certificated bargaining unit members and Teachers College of San Joaquin's Practicum Supervisors to assist certain permanent certificated bargaining unit members in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance consistent with the California Standard for the Teaching Profession. Certificated bargaining unit members referred to or who volunteer for the program are viewed as valuable professionals who deserve to have resources provided to them in the interest of enhancing performance.

Peer assistance activities are provided by "Consulting Teachers" (CTs) to "Participating Teachers" (PTs). CTs are selected and designated by the Joint Committee (JC).

This PAR program in no manner diminishes the legal rights of the certificated bargaining unit members or San Joaquin County Office of Education (SJCOE).

B. PARTICIPATING TEACHERS

1. Referred Participating Teacher (RPT)

- a. An RPT shall be a permanent employee of the SJCOE and be referred to the program as a result of an unsatisfactory performance evaluation. [Reference Education Code 44500(b),(1)]. RPTs shall not be eligible for voluntary transfer while they remain in the program. RPT's shall not be eligible to participate for more than three school years.
- b. A RPT may select from available CTs provided by the JC.
- c. The RPT shall be entitled to review all reports generated by the CT prior to their submission to the JC and to have affixed thereto his or her comments.
- d. The RPT shall have a right to be represented by the Association in any meetings of the JC to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.
- e. The RPT shall have the right to timely progress reports.
- f. The RPT shall have the right to change CT once prior to November 1. The JC shall then assign the replacement CT. The timelines for the PAR process are not affected by a change of CT.

- g. A RPT shall not have access to the grievance process to challenge the content of reports, or decisions by the JC, but may file responses, which shall become part of the official record of the intervention (not a part of the personnel file).

2. Voluntary Participating Teacher (VPT)

- a. A VPT shall be a permanent employee of SJCOE who wishes professional growth with the assistance of a CT.
- b. The JC shall assign a CT to a VPT.
- c. The VPT may terminate his or her participation in the PAR program at any time.
- d. VPTs participating in PAR shall not have any documentation issued as a result of said participation placed in their personnel files.

C. JOINT COMMITTEE

- 1. Definition: Oversight and guidance of the PAR program and applicable budget is provided through the JC. The JC shall be composed of five members. The JC shall meet at least quarterly. JC certificated bargaining unit members may be released from their regular duties in order to attend JC meetings.
 - a. Three members and one alternate shall be elected by certificated bargaining unit members. Members shall serve either a two or three year term to maintain continuity and experience on the committee.
 - b. The alternate member shall attend the JC meetings. The alternate member will receive compensation when the meetings occur outside student contact hours.
 - c. Two members and one alternate shall be county administrators selected by the County Superintendent.
 - d. The chair will alternate on an annual basis between Association and SJCOE members.
- 2. Qualifications: The qualifications for the certificated bargaining unit members of the JC shall be the same as the qualifications for a CT.
- 3. Decision-Making:
 - a. Selection of CTs must be by at least four (4) affirmative votes of the JC.
 - b. The Committee makes recommendations regarding outcome(s) of PAR participation, i.e., successful completion of PAR, continuation in PAR or

dismissal from PAR due to determination that assistance from PAR would not be productive. The decision to recommend dismissal from PAR shall require at least a 4/1 vote of the entire JC. All JC members must be present to vote.

- c. The JC will develop and approve Bylaws.
4. Compensation: Teachers and alternates who are members of the JC shall receive a PAR stipend of \$125.00 per attended meeting, not exceeding \$500.00, payable at the conclusion of the contracted school year. JC meetings will occur outside student contact hours.
5. Confidentiality: Any discussion related to a PT's participation in the PAR program shall be kept in strict confidence by JC members, CT's, and the Program Administrator of a PT. All proceedings and materials related to the PAR process shall be strictly confidential. Therefore, JC members and CTs may disclose such information only as necessary to administer this article.

All materials related to evaluations, reports 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 CT's final report may be used by the SJCOE in any dismissal action against the RPT.
6. Records: Documents and writings relating to a PT's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.) Except for a CT's final report regarding a PT's participation in the PAR program, the JC's recommendation to the Superintendent regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Program Administrator, all other documents relating to participation in the PAR program shall be maintained in a separate file.
7. Liability: A certificated bargaining unit member who performs functions as a JC member or as a CT shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. SJCOE shall defend and hold harmless individual Committee members and CTs from any lawsuit or claim arising out of the performance of their duties under this program.
8. Bargaining Unit Status: A certificated bargaining unit member who implements any PAR program functions is not a management or supervisory employee for purposes of the Educational Employment Relations Act. [Reference Education Code 44503(b)].

9. Training: SJCOE shall utilize Teachers College of San Joaquin (TCSJ) for appropriate training opportunities for JC members in areas related to the committee's statutory responsibility.

D. CONSULTING TEACHER

1. Source: The JC shall obtain CTs from either the TCSJ or the certificated bargaining unit member designated by the JC.
2. Definition: A certificated bargaining unit member meeting the requirements of Section C., 3. of this Article who is selected by the JC to provide program assistance to a PT.
3. Minimum Qualifications:
 - a. Must be a San Joaquin County Educators' Association member with permanent status or a TCSJ Practicum Supervisor;
 - b. Certificated bargaining unit members shall have at least five (5) years of recent teaching experience with the previous three (3) years with SJCOE. Certificated bargaining unit members shall receive priority consideration to become a CT.
 - c. TCSJ Practicum Supervisors shall have at least five (5) years of current experience as a supervisor with the Teachers College of San Joaquin.
 - d. All CTs shall demonstrate exemplary teaching ability, as indicated by criteria contained in the bylaws.
4. Application Process:
 - a. The PAR bylaws have an established application process for prospective CTs.
 - b. The Application Form is an Exhibit attached to the bylaws.
5. Terms and Conditions:
 - a. A CT's term shall be three (3) years. At the end of the CT's term, the CT may reapply for another term.
 - b. A CT's term with VPT's shall be for a maximum of one (1) year.
 - c. A CT appointed to an administrative position while serving as CT, will relinquish their position of CT.

- d. Continue to provide assistance to the RPT until the prescribed time limit has expired, or until teaching performance of the RPT receives a satisfactory evaluation or it is determined that further assistance will not be productive.
 - e. The CT may petition the JC for an assignment change.
 - f. A CT may be removed by the JC for reasonable cause.
6. Confidentiality: Discussion related to an employee's participation in the PAR program shall be kept in strict confidence by JC members, CTs, and the Program Administrator of a PT.
7. Records: Documents and writings relating to a PT's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.). Except for a CT's final report regarding a PT's participation in the PAR program, pursuant to Education Code section 44500(b)(7), the JC's recommendation to the Superintendent regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Program Administrator, all other documents relating to participation in the PAR program shall be maintained in a separate file.

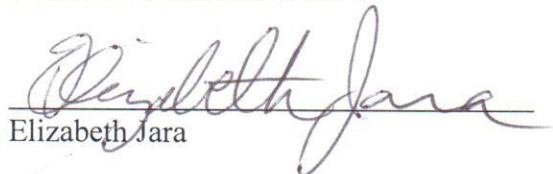
All communications and documents relating to VPT's shall remain confidential between the CT and the VPT and not maintained in a separate file.

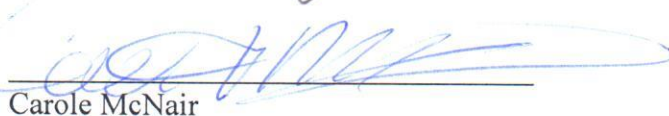
8. Workload/Caseload:
- a. Caseload of the CT shall be one RPT or up to two VPTs and/or general short-term support at large to certificated bargaining unit members. Determination of assignments will be made by the JC.
 - b. Support to a RPT shall be determined by the RPT and the CT with a minimum of ten (10) visitations per year.
 - c. CTs assigned a RPT shall meet for a quarterly progress report with the JC and provide dialogue on the RPT's progress.
 - d. Support to a VPT shall be determined by the VPT and the CT.
9. Job Duties: The PAR bylaws have established job duties for prospective CTs.
10. Release Time: Release time will be provided based upon frequency and duration of support needs as detailed in the Performance Improvement Plan (PIP) and shall include, but will not be limited to the following:

- a. Traveling to and from class visits and observation sites. Mileage will be reimbursed at the IRS rate pursuant to SJCOE policy.
 - b. Completing documentation
 - c. Preparing time for class visits
 - d. Making arrangements for the support of the PT
 - e. Training and staff development to accompany mentee.
11. Final Report to Joint Committee: The CT shall submit a final report to the JC no later than the date determined by the JC.
12. Compensation:
- a. When approved, the CT will receive a stipend of \$35.00 per hour (not to exceed \$500) for training, which includes Joint Committee Orientation. Should the training require release time, compensation will not be provided.
 - b. When a CT is assigned duties by the JC for an RPT, he/she will receive an additional stipend of \$2,300.00 (a minimum of 65 hours) payable at the conclusion of the school year.
 - c. When a CT receives an assignment by the JC, specific to VPT's, he/she shall be compensated at a rate of \$35 per hour up to a maximum of \$1,750 (a minimum of 50 hours) payable at the conclusion of the school year. A CT may submit a written request for approval, up to an additional 25 hours, for duties performed outside normal classroom hours. Those hours will be compensated at \$35.00 per hour.
 - d. If the CT is approaching 25 hours with their VPT, they shall meet with the JC and provide written justification for approval of additional hours.

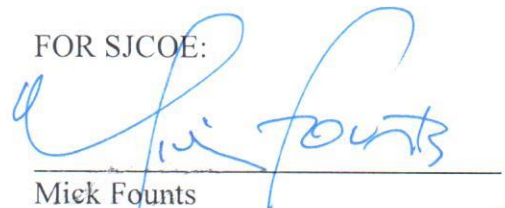
The parties hereby agree this Memorandum of Understanding shall be incorporated in the Master Agreement at the next open negotiations.

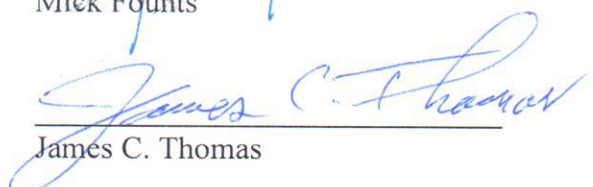
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