

CVE PROPOSAL
BETWEEN
CHULA VISTA ELEMENTARY SCHOOL DISTRICT
AND
CHULA VISTA EDUCATORS

December 3, 2024

ARTICLE 13. PEER ASSISTANCE AND PEER REVIEW (PAR)

The Chula Vista Educators and the Chula Vista Elementary School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

13.1 Joint Committee (JC)

13.1 .1 The Joint Committee shall consist of five (5) members, three (3) of whom shall be designated by CVE. The District shall designate the remaining two members of the Joint Committee who shall be administrators in the CVESD. The Committee shall refer and adhere to the Peer Assistance Review (PAR) Handbook.

13.1.2 The Joint Committee shall establish its own meeting schedule. To meet, four (4) of the five (5) members of the Joint Committee must be present. ~~Such meetings shall take place during the regular teacher workday.~~ Teachers who are members of the Joint Committee shall be released from regular duties to attend meetings when deemed necessary by the Joint Committee, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint

Committee, teachers find it necessary to work beyond their regular workday or work year, they shall be compensated at the unit member's prorated hourly rate of pay; not to exceed \$4,000.00 per person in any one fiscal year. Compensation for Joint Committee members shall not be considered an administrative expense but direct services for the operation of the program.

13.1.3 The Joint Committee shall be responsible for the following:

(1) Ensuring expenditures for the PAR program shall not exceed the funds received from the state for the PAR program.

(2) Developing and administering the annual budget for the expenditure of funds allocated by The State for the PAR program in accordance with the District budget development process.

(3) Providing annual training for the Joint Committee members.

(4) Establishing its own rules of procedure, including the method for the selection of a Chairperson.

(5) Selecting the panel of Consulting Teachers.

(6) Selecting trainers and/or training providers.

(7) Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.

(8) Sending written notification of participation in the PAR program to the Referred (**previously known as Mandatory**) Participating Teacher, the Consulting Teacher and the site principal.

(9) Making available a list from the panel of Consulting Teachers for selection by the Participating Teacher.

(10) Determining a reasonable and appropriate caseload for Consulting Teachers.

(11) Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

(12) Distributing a copy of the adopted Rules and Procedures to all bargaining unit members and administrators after the initial adoption of such.

(13) Establishing a procedure for application as a Consulting Teacher.

(14) Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Joint Committee regarding the Referred **(Mandatory)** Participating Teacher's progress in the PAR Program. Including providing names of participants not able to demonstrate satisfactory improvement after receiving **three quarters of sustained** assistance.

(15) Evaluating annually the impact of the PAR program in order to improve the program with recommendations to the bargaining teams.

13.1.4 All proceedings and materials related to evaluations, reports and other personnel matters shall be confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article. It is intended that any information provided to the evaluator is necessary for the administration of this Article.

13.1.5 Decisions of The Joint Committee will be made utilizing a consensus model. In the absence of consensus, decisions shall be made by a majority vote of the committee members present.

13.2 Participating Teachers (PT)

13.2.1 Effective July 1, 2016, a Referred **(Mandatory)** Participating Teacher is a teacher with permanent, ~~or probationary~~ status who receives **an overall rating of not met on both of the standards/elements on the summary evaluation form (35.15.2) or probationary and intern teachers who receive an overall rating of not met on three of the standards/elements on the summary evaluation form (35.17.1 and 2)** ~~assistance 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 a rating of "unsatisfactory" in Sections 1, 2, 3 or 4 on Form E-2 (CVESD Summary Evaluation Report).~~

13.2.2. A Volunteer Participating Teacher is a teacher **of record** with permanent, probationary, temporary, **or intern** status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his or her participation in the PAR Program at any time.

13.2.2.a PAR services will be assigned to Referred (Mandatory) Participating Teachers as first priority.

13.2.3 A Referred **(Mandatory)** Participating Teacher may **select request** his or her Consulting Teacher from a list of Consulting Teachers made available by the Joint Committee. The Joint Committee may assign a different Consulting Teacher to work with the Participating Teacher at any time during the

process when requested to do so by the Participating Teacher or the Consulting Teacher.

13.2.4 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee, nor be placed in the employee's personnel file.

13.2.5 A Referred (**Mandatory**) Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

13.3 Consulting Teachers (CT)

13.3.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be:

(1) A credentialed classroom teacher with permanent status, **or retired credentialed classroom teacher from CVESD.**

(2) Substantial recent experience in classroom instruction.

(3) Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

(4) A minimum of six years' experience as a classroom teacher; three years' experience in the District.

13.3.2 In filling a position of Consulting Teacher, each applicant is required to submit three confidential references from individuals with specific knowledge of his or her expertise, as follows:

(1) A confidential reference from a building principal or immediate supervisor.

(2) A confidential reference from another classroom teacher.

(3) A confidential reference from any other individual of the unit member's choice. All applications and references shall be treated with confidentiality.

13.3.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee.

13.3.4 A Consulting Teacher shall be provided release time as designated by the Joint Committee. The term of the Consulting Teacher shall be three (3) years, and may be reappointed. **A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher. If a teacher becomes an administrator, they may no longer serve as a Consulting Teacher.**

13.3.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.

13.3.6 **~~In addition to the regular salary, a Consulting Teacher shall receive compensation by the joint committee.~~**

13.3.6 Compensation

13.3.6.a Current classroom teachers serving as Consulting Teachers shall receive additional compensation beyond their regular salary as follows:

- **\$2,000 for each of the first two (2) Participating Teachers.**
- **\$1,000 for a third Participating Teacher.**
- **The total compensation shall not exceed \$5,000 per school year.**

13.3.6.b Retired teachers serving as Consulting Teachers shall receive the same compensation:

- **\$2,000 for each of the first two (2) Participating Teachers.**
- **\$1,000 for a third Participating Teacher.**
- **The total compensation shall not exceed \$5,000 per school year**

13.3.6.c A current classroom consulting teacher shall have no more than 2 Referred (Mandatory) Participating Teachers concurrently.

13.3.7 Upon completion of ~~his or her~~ **their** service as a full time released Consulting Teacher, a teacher shall have the right to return to his or her previous school site in a similar assignment, upon request. Otherwise the teacher shall be returned to a regular assignment in accordance with the Transfer article of this Agreement.

13.3.8 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

13.3.9 At the request of Consulting Teacher, the Joint Committee shall consider an appeal to reduce the caseload of that Consulting Teacher based on considerations that include, but are not limited to, the need to provide additional support to Participating Teachers assigned to that individual and budget priorities.

13.3.10 After the Consulting Teacher has been designated, ~~he or she~~ they shall meet with the Referred **(Mandatory)** Participating Teacher and the Participating Teacher's evaluator to discuss the basis for the unsatisfactory performance as well as assistance and recommendations previously made for the teacher by the evaluator. Thereafter, the Consulting Teacher shall maintain a cooperative relationship with the evaluator.

13.3.11 After consulting with the evaluator, the Consulting Teacher shall meet with the Referred **(Mandatory)** Participating Teacher to discuss the PAR Program, to establish performance goals, develop a mutually agreed upon assistance plan and develop a process for determining successful completion of the PAR Program. A copy of the assistance plan, including performance goals, shall be given to the Evaluator.

13.3.12 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

13.3.13 The Consulting Teacher shall monitor the progress of the Referred **(Mandatory)** Participating Teacher and shall provide, at a minimum, quarterly written reports to the Referred **(Mandatory)** Participating Teacher and Joint Committee for discussion and review.

13.3.14 A Referred **(Mandatory)** Participating Teacher may, at any time, make a request to the Joint Committee for specific forms of additional peer assistance that the individual feels is necessary to

make progress toward the identified goals. This request may include, but is not limited to, assistance from a different Consulting Teacher, or additional time with the designated Consulting Teacher. The Joint Committee has the sole authority to grant or deny such a request.

13.3.15 The Consulting Teacher shall continue to provide assistance to the Referred **(Mandatory)** Participating Teacher until ~~he or she~~ **they** concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. At such time, the Consulting Teacher shall make a written report to the Joint Committee regarding the progress of the Referred **(Mandatory)** Participating Teacher's progress toward the identified objectives.

13.3.15.a A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred **(Mandatory)** Participating Teacher to receive **their** ~~his or her~~ input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that ~~he or she~~ **they have** has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee.

13.3.15.b The Referred **(Mandatory)** Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred **(Mandatory)** Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of ~~his or her~~ **their** choice.

13.3.16 The results of the Referred **(Mandatory)** Participating Teacher's participation in the PAR Program shall be made available for placement in ~~his or her~~ **their** personnel file, and may be used in the evaluation of The Referred **(Mandatory)** Participating Teacher.

13.4 Miscellaneous Provisions

13.4.1 All procedural elements of this Article shall be subject to the grievance provisions of the Agreement. Decisions of the Joint Committee, **Consulting Teachers, and Chula Vista Educators** shall not be subject to the grievance provisions of the Agreement.

13.4.2 The District agrees to indemnify and provide a defense for teacher representatives of the Joint Committee and Consulting Teachers against any claims, causes of action, damages, administrative proceedings or any other litigation arising from their participation in Peer Assistance and Peer Review except for grievances.