

**Memorandum of Understanding between Anaheim City School District and  
Anaheim Elementary Education Association  
February 1, 2011**

The Anaheim City School District and Anaheim Elementary Education Association hereby enter into this Memorandum of Understanding as follows:

Appendix E

Peer Assistance and Peer Review Program (PAR)  
(Revised effective ~~May 3, 2006~~ **February 1, 2011**)

- 1.0 The PAR Panel
  - 1.1 The Peer Assistance and Review Program shall be administered by a PAR Panel. The PAR Panel shall be composed of seven members; four classroom teachers selected by a vote of **bargaining unit members** ~~other classroom teachers~~ and three administrators selected by the District. **At election, a teacher on the PAR Panel is currently a classroom teacher who has for at least five (5) of the last seven (7) years been a full-time teacher with permanent status.**
  - 1.2 The PAR Panel shall set its own meeting schedule and agenda, at a time and place to be determined by the PAR Panel. A quorum shall be required to conduct business and shall consist of at least three teacher members and at least two administrators. The PAR Panel shall select its Chairperson by consensus, if possible, and failing that, by majority vote. The chair shall thereafter rotate on an annual basis between teacher members and administrator members. Teacher members of the PAR Panel shall receive release time to perform their duties and shall be compensated at a rate of \$1,800 per school year.
  - 1.3 Teacher members of the PAR Panel shall serve for three (3) year, staggered terms. Should a member retire from the PAR Panel prior to the end of the three years, their replacement shall serve out the balance of that term.
  - 1.4 The duties and responsibilities of the PAR Panel shall include the following:
    - 1.4.1 Establish its own rules of procedures.

- 1.4.2 Select the trainers and provide training for members of the PAR Panel and Consulting Teachers, subject to consensus approval.
- 1.4.3 Prepare written guidelines for Consulting Teachers and their activities.
- 1.4.4 Determine the number of, application procedures and selection of Consulting Teachers in any given school year, based on PAR participation, subject to consensus approval.
- 1.4.5 Assign Consulting Teachers to Participating Teachers, in consultation with the Participating Teacher's evaluator.
- 1.4.6 Review assistance plans and **assistance plan progress** ~~assessment~~ reports prepared by Consulting Teachers.
- 1.4.7 Forward the names of ~~mandated~~ **Referred** Participating Teachers to the Governing Board prior to March 15th of each school year, who, after sustained assistance, are unable to demonstrate satisfactory improvement.
- 1.4.8 Evaluate the effectiveness of the Consulting Teachers in the role of Consulting Teacher.
- 1.4.9 Prepare an annual review of the PAR Program, including recommendations for improvement.
- 1.4.10 Refrain from taking any actions which exceed the annual budget for the PAR Program approved by the Board.

## 2.0 The Consulting Teachers

- 2.1 The PAR Panel shall create a cohort of Consulting Teachers. From this cohort, a group shall be selected to provide assistance to Participating Teachers pursuant to the PAR Program. No Consulting Teacher who is teaching in a full-time assignment shall have a caseload of more than two (2) Participating Teachers.
- 2.2 A Consulting Teacher is a ~~classroom~~ teacher who has the following qualifications:
  - 2.2.1 At least two (2) years of the last 7 years experience in the District as a full-time classroom teacher with permanent status.
  - 2.2.2 Exemplary teaching ability, as indicated by mastery of subject matter, effective classroom management skills and an

awareness of and experience with the latest teaching strategies designed to meet the needs of students in different contexts.

2.2.3 Ability to communicate effectively both orally and in writing.

2.2.4 Ability to work cooperatively and effectively with other teachers and administrators.

2.3 Consulting Teacher positions shall be filled by the District posting the position for a period of not less than twenty (20) working days. A ~~classroom~~ teacher may apply for a Consulting Teacher position by submitting a completed application prepared by the PAR Panel. Based on criteria set forth in 2.2 and a reference from the site administrator or immediate supervisor, candidates shall be selected for an interview by the PAR Panel. Part of the interview process shall include the observation of each candidate by three PAR Panel members, one of whom shall be an administrator member. Consulting Teachers shall be selected by majority vote by the PAR Panel.

2.4 Consulting Teachers shall be appointed to two-year terms and a teacher may not serve in the position for more than two (2) consecutive terms.

2.5 Consulting Teachers selected to serve ~~full-time~~ shall receive an annual stipend in the amount of \$1,800 per assigned **Referred** Participating Teacher, **and/or an annual stipend in the amount of \$1,000 per assigned Voluntary Participating Teacher.**

2.6 Consulting Teachers shall provide assistance to Participating Teachers which may include, but not be limited to, the following activities:

(a) providing ~~consultative~~ assistance to ~~improve~~ in the specific **California Standards for the Teaching Profession** areas targeted by the evaluating **site administrator.** ~~or the district teaching standards;~~

(b) meeting and consulting with the **site administrator** regarding the nature of the assistance being provided;

(c) conducting observations of the Participating Teacher during periods of classroom instruction;

(d) arranging for the Participating Teacher to observe the Consulting Teacher or other selected teachers;

- (e) attending training in specified teaching techniques or in designated subject matter;
- (f) demonstrating effective instructional practices for the Participating Teacher;
- (g) maintaining appropriate records of each **Referred** Participating Teacher's activities and progress;
- (h) meeting regularly with the PAR Panel regarding Participating Teachers.**

### 3.0 The Participating Teacher

Teachers ~~shall be referred to~~ **may participate in** the Peer Assistance Program in one of two ways: By **being referred based on receiving a score of 3 or higher on the Certificated Evaluation Rubric** ~~an unsatisfactory performance evaluation~~; or by voluntary self-referral.

3.1 A Referred Participating Teacher is a ~~tenured~~ **permanent** teacher who received **a score of 3 or higher on the Certificated Evaluation Rubric** ~~an unsatisfactory rating on his/her final evaluation in areas of subject matter knowledge, teaching methods and instructional skills, or classroom management~~. **as defined by standards 1-5 of the California Standards for the Teaching Profession.**

3.1.1 During the term of ~~mandatory~~ **Referred** participation in the PAR Program, **Participating Teachers** shall remain at the school site where the **score of 3 or higher on the Certificated Evaluation Rubric** ~~unsatisfactory evaluation~~ was received, except by agreement of the **Assistant Superintendent of Human Resources, the Participating Teacher, and the PAR Panel.**

3.2 A Volunteer Participating Teacher is a ~~tenured~~ **permanent** teacher **who has not been referred to PAR** ~~whose last three annual performance evaluations have been rated an overall satisfactory~~ and has volunteered for peer assistance by an assigned Consulting Teacher.

3.2.1 Volunteer Participating Teachers shall receive peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. Neither the Consulting Teacher nor the PAR Panel shall forward to the Board the names of Volunteer Participating Teachers. The Volunteer Participating Teacher may terminate his/her participation in the PAR Program at any time.

~~Voluntary~~ **Volunteer** Participating Teachers are expected to be high performing individuals who wish to grow and learn with the assistance of a peer, or who may be seeking assistance due to a change in assignment or the implementation of new curriculum. ~~The PAR Program for Voluntary Participating Teachers focuses on practical application of specific teaching skills or new curriculum. Each year, the PAR Panel, in consultation with District administration, may select certain curricular areas or skills for emphasis.~~

3.2.2 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer Participating Teacher, shall not be shared with others, including the site administrator, the evaluator, or the PAR Panel.

3.3 In the event that there are an excessive number of Participating Teachers in a given school year, the PAR Panel may limit the number of **Volunteer** Participating Teachers. ~~to those for which participation is required.~~

#### 4.0 Procedures for Peer Assistance and Peer Review Program

4.1 ~~Upon issuance of an unsatisfactory evaluation and by May 30,~~ The site administrator shall notify the teacher of the referral to PAR for assistance and forward a copy of the evaluation to the PAR Panel **by May 30.**

Volunteer participants must **complete the PAR Application** ~~notify their site administrator by June 30.~~ of their desire to participate in PAR. **The June 30 date may be extended by the PAR Panel based on extenuating circumstances.**

4.2 Within a reasonable period of time, the PAR Panel shall send a confirmation to the Participating Teacher of his/her participation in the PAR program. The PAR Panel shall select a Consulting Teacher for the Participating Teacher. ~~The Participating Teacher shall have the right to request a Consulting Teacher prior to the end of the first trimester subject to approval by the PAR Panel.~~

4.3 The Consulting Teacher, the site administrator of the **Referred** Participating Teacher, and the **Referred** Participating Teacher shall meet to discuss ~~the reason(s) for the unsatisfactory evaluation and the specific areas recommended~~ for improvement.

- 4.4 Based on the meeting (4.3) and one classroom observation of the **Referred** Participating Teacher, the Consulting Teacher and **Referred** Participating Teacher shall prepare an Assistance Plan which will include the goals and objectives for improvement (written by the site administrator) and the process for determining successful completion of the PAR Program. A copy of the Assistance Plan is to be submitted to the PAR Panel to review and approve the plan, and provide such modifications to the plan as necessary.
- 4.5 During the year of Peer Assistance, the Consulting Teacher shall conduct multiple classroom visitations of the **Referred** Participating Teacher during classroom instruction. ~~The Consulting Teacher shall monitor the progress of the Participating Teacher and submit written reports in intervals of not less than three months, and shall appear before the PAR Panel for discussion and review of the progress of the Participating Teacher.~~ **The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall appear before the PAR Panel for discussion and review of written Assistance Plan Progress Reports in intervals of at least 30 school days.** The written Assistance Plan Progress Reports shall be on forms approved by the PAR Panel and shall include an assessment as to whether the **Referred** Participating Teacher is making satisfactory progress toward meeting the goals and objectives for improvement. ~~and whether continued assistance is necessary.~~
- 4.6 On or before March 1, the Consulting Teacher shall complete a final report of the unit member's participation in the PAR Program consisting solely of: (1) a description of the assistance provided to the **Referred** Participating Teacher; and (2) a description of the results of the assistance in the targeted areas in terms of the current skill level of the **Referred** Participating Teacher. This report shall be submitted to the PAR Panel, with a copy also submitted to the **Referred** Participating Teacher and the site administrator. The Participating Teacher must sign the report, but the signature does not imply agreement, only an acknowledgment of receiving the report. The **Referred** Participating Teacher shall have the right to reply to all Progress Reports as well as the Final Report and said reply shall be appended to the report. The Referred Participating Teacher also shall have the right to request a meeting with the PAR Panel and to be represented at this meeting by the Association Representative of his or her choice.
- 4.7 The Final Report may be used by the District in any personnel decisions or proceedings regarding the **Referred** Participating Teacher.
- 4.8 The **Referred Participating** Teacher shall continue participating in the PAR Program until the PAR Panel determines the teacher no longer benefits from participation in the PAR Program, **the teacher has not been referred to PAR** ~~receives a satisfactory evaluation~~, or the teacher is separated from

the District. The District has the sole authority to determine whether the **Referred** Participating Teacher has been able to demonstrate satisfactory improvement.

4.9 All documentation generated through the PAR Program shall be treated as personnel records and shall be confidential to the extent permitted by law.

5.0 Other Provisions

5.1 The functions unit members perform as Consulting Teachers or PAR Panel members shall not constitute either management or supervisory functions, except to the extent required by the PAR program and the provisions contained herein.

5.2 The District shall defend and hold harmless individual PAR Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under the PAR Program as provided by the California Government Code Tort Claim Act.

5.3 Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against the Participating Teacher at any time consistent with the law and the certified Collective Bargaining Agreement between the District and the Association.

5.4 Because the majority of the members are unit members, these provisions are not subject to the grievance procedure contained within the collective bargaining agreement between these parties, nor to any grievance procedure contained within Board Policies or District Regulations.

5.5 The provisions of the PAR Program may be revised by written mutual consent of the District and the Association at any time.

5.6 The PAR Program shall be contingent upon the continuation of direct State funding.

This Memorandum of Understanding shall remain in effect through June 30, 2012. Effective July 1, 2012, this Memorandum of Understanding will become Appendix E in the Collective Bargaining Agreement between Anaheim City School District and Anaheim Elementary Education Association.

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District Representative

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Association Representative

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Date

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