

ARTICLE 18. PEER REVIEW AND ENRICHMENT PROGRAM (PREP)

Section 18.1. PURPOSE

The San Diego Education Association and the San Diego Unified School District are continuously striving to provide the highest possible quality of education. Teachers are valuable professionals who deserve to have the best resources available provided to them. The Peer Review and Enrichment Program (“Program”) is intended to be a support mechanism that allows exemplary teachers to assist peers who are seeking growth in subject matter knowledge and/or teaching strategies. The parties are committed to improving student achievement by supporting teaching and learning in the classroom.

- 18.1.1. The Peer Enrichment Program (“PEP,” see Section 18.6) shall constitute the voluntary assistance component of this Program. Voluntary Peer Enrichment shall be provided to all teachers via the PEP through school site and qualified program (due to the presence of classroom teachers, e.g., Life Skills) directed resources allocated on a per classroom teacher basis to each school site and qualified program. (See Section 18.6.3.4.)
- 18.1.2. Peer Assistance and Review – the mandatory component of this Program – shall be provided through Consulting Teachers to permanent teachers who are “Participating Teachers” as defined in this Article. This assistance shall not constitute the evaluation of certificated unit members as set forth in Article 14 and Education Code Section 44660, et seq.

Section 18.2. DEFINITIONS FOR PURPOSES OF THIS PROGRAM

- 18.2.1. “Classroom Teacher” or “Teacher” is any unit member whose major professional responsibility is to provide instruction to pupils in a classroom setting. “Participating Teacher” is a permanent classroom teacher who has received an overall evaluation of Unsatisfactory based upon the ratings of the first four elements in any combination or Unsatisfactory in one of the four, and an overall evaluation of less than effective.
- 18.2.2. “Consulting Teacher” is an exemplary teacher meeting the requirements of Section 18.4.1 who is selected by the Joint Panel to provide assistance to a participating teacher.
- 18.2.3. “Principal” or “evaluating principal” is the certificated administrator appointed by the District to evaluate a teacher.

Section 18.3. GOVERNANCE AND PROGRAM STRUCTURE

18.3.1. Joint Panel

- 18.3.1.1 A Panel consisting of five (5) members, three (3) permanent classroom teachers selected by the Association and two (2) administrators appointed by the District will administer the Peer Review and Enrichment Program. There shall also be two (2) teacher alternates, who shall be a permanent classroom teachers, and two (2) administrator alternates both to be trained and assume Panel duties if needed in the event of a conflict of interest or if a Panel member is unable to perform his/her duties. Alternates have the right to attend all Panel meetings. The chair of the Panel shall alternate annually between the District and the Association.

A Panel member shall neither participate in discussion nor vote on any matter in which he/she has professional or personal conflict of interest.

- 18.3.1.2. A Panel member's term shall be three (3) years. The alternate Panel members shall serve three (3) year terms.
- 18.3.1.3. The parties to this agreement share a mutual interest in appointing members to the Panel who reflect grade level diversity and who have demonstrated successful professional experience in the District.
- 18.3.1.4. The Joint Panel will make all decisions by consensus. In the absence of consensus then a majority vote is required except as provided in Section 18.3.1.7.2. Four (4) Panel members will constitute a quorum for the purposes of meeting and conducting business. Minutes shall be required for meetings of the Panel. Confidential information about individual Participating Teachers shall not be included in the minutes.
- 18.3.1.5. The Joint Panel's primary responsibilities involve recommending the annual Peer Enrichment and Review Program and budget, and selecting and overseeing the Consulting Teachers. In addition, the Panel is responsible for:
 - 18.3.1.5.1. Submitting to the Board of Education and the Association an annual evaluation of the Program's impact, including improvements to be made in the program, recommendations regarding Participating Teachers with unsatisfactory evaluations (as defined in this Article), and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;
 - 18.3.1.5.2. Assigning the Consulting Teachers based on a selection process determined by the Panel;
 - 18.3.1.5.3. Reviewing Consulting Teachers' reports on Participating Teachers;
 - 18.3.1.5.4. Reviewing the effectiveness of the Consulting Teachers.
 - 18.3.1.5.5. Resolving issues and problems which may arise between the Consulting Teacher and the Participating Teacher; and
 - 18.3.1.5.6. Providing training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers.
 - 18.3.1.5.7. Overseeing and annually evaluating the Peer Enrichment Program, including establishment of a cadre, and
 - 18.3.1.5.8. Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Panel's chair.
- 18.3.1.6. The Program resources shall be utilized in the following priority:
 - 18.3.1.6.1. First, for Participating Teachers with an unsatisfactory evaluation as defined in this Article;
 - 18.3.1.6.2. Second, for teachers with a less than effective evaluation or who are on a remediation plan but are not mandated participating teachers; and

18.3.1.6.3. Third, all teachers in accordance with the Peer Enrichment Program (PEP).

18.3.1.7. The Panel shall use the following procedure for developing and recommending the annual Program budget for the Participating Teacher part of the Program:

18.3.1.7.1. By June 1 of each fiscal year the Panel will develop a Program budget for the succeeding year, which will include:

(1) The estimated expenditures, involving:

- i. Projected number of Participating Teachers
- ii. Projected number of FTE Consulting Teachers needed to service the projected need
- iii. Released time for Panel and Consulting teachers
- iv. Pay for Panel is one thousand and five hundred (\$1500) dollars annually,
- v. Projected costs for training, administrative overhead, and necessary legal and consulting assistance
- vi. Projected costs for assistance of participating teachers
- vii. Available funds for the Peer Enrichment Program (PEP), including the per teacher allocation and the budget for each school site and qualified program in PEP.

18.3.1.7.2. By June 1, the Program and proposed budget will be approved by the Panel. Should the Panel fail to reach consensus (i.e., majority vote is not sufficient) on these matters, it shall refer the matter to the Association and the District to work together for resolution.

18.3.1.8. The Joint Panel shall attend the California Teacher Association Consulting Teacher and Panel Member Training or an equivalent training selected by the Panel.

Section 18.4. CONSULTING TEACHERS

18.4.1. Minimum qualifications for Consulting Teachers:

18.4.1.1. A credentialed classroom teacher with permanent status and a minimum of five (5) years of classroom teaching experience and any three (3) of the last five (5) years in the classroom;

18.4.1.2. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and support of District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts;

- 18.4.1.3. Demonstrated ability to work cooperatively and effectively with other teachers and administrators, and demonstrated effective leadership skills;
- 18.4.1.4. The Peer Assistance and Review Panel (PAR) will develop and implement a process for Consulting Teacher certification. The process will be reviewed annually by the PAR Panel.
- 18.4.2. Selection Process: The selection process for the Consulting Teachers shall be determined by the Panel and shall include provisions for observation of Consulting Teachers by the Panel. The process may include, but shall not be limited to, components such as application forms, required letters of reference from former colleagues (teachers and administrators), and interviews with the Panel. The Panel shall publicize in writing the specifics of the application procedure.
- 18.4.3. Training: Consulting Teachers shall attend training specified by the Joint Panel. The training will be the California Teacher Association Consulting Teacher and Panel Member Training or an equivalent training selected by the Panel.
- 18.4.4. Assignment of Consulting Teachers: The Joint Panel will assign Consulting Teachers. Within the first twelve (12) weeks of the regular school year, either the Consulting Teacher or the Participating Teacher may petition the Panel for an assignment change for good reasons. The participating teacher shall be allowed only one (1) change per year.
- 18.4.5. Term of Consulting Teachers: A Consulting Teacher's term will be for four (4) years. Following their assignment, incumbent Consulting Teachers may apply for an additional four (4) year term. Incumbent Consulting Teachers who reapply automatically meet the minimum qualifications for the position. Consulting Teachers who have finished a term of service and who are not reselected as a Consulting Teacher will have priority consideration when applying for another position in the District.
- 18.4.6. A Consulting Teacher shall not leave this assignment for another assignment in this District during the period in which they are providing assistance to a Participating Teacher except during the first twelve (12) weeks of the school year.
- 18.4.7. Consulting Teacher caseload shall not exceed a maximum of six (6).
- 18.4.8. Consulting Teacher positions equal 1.0 FTE but can be filled by two (2) teachers on a job share.
- 18.4.9. Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include but not be limited to the following activities:
 - 18.4.9.1. Providing consultative assistance to improve in the specific areas targeted by the evaluating Principals;
 - 18.4.9.2. Meeting and consulting with the Principal or designee regarding the nature of the assistance being provided;
 - 18.4.9.3. Observing the Participating Teacher during classroom instruction and providing recommendations and feedback in a timely manner;

- 18.4.9.4. Allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers teaching;
 - 18.4.9.5. Attending specific training in specified teaching techniques or designated subject matter; demonstrating good practices to the Participating Teacher; and
 - 18.4.9.6. Maintaining appropriate records for each Participating Teacher's activities and progress.
- 18.4.10. The professional responsibilities of every Consulting Teacher shall be to retain all materials generated regarding performance of their duties for at least four (4) years following issuance of the final report described herein. These materials are not subject to disclosure except as may be required by law. If for any reason a Consulting Teacher is unable to retain records as required herein, or if he/she moves out of the area such that obtaining such records, if legally required, would be difficult, the Association shall assume the responsibilities described herein.

Section 18.5. PARTICIPATING TEACHERS

- 18.5.1. A Participating Teacher as defined in this Article must participate in the Program and receive assistance from and review by Consulting Teachers as set forth below.
- 18.5.2. The Consulting Teacher's assistance and review shall focus on the specific areas rated as less than effective by the Participating Teacher's evaluator in the remediation plan which is developed after the Participating Teacher receives the unsatisfactory rating as defined in this Article.
- 18.5.3. The recommendations of improvement contained in the remediation plan shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as performance goals required by Education Code Section 44664(a) and 44500(b)(2).
- 18.5.4. The Principal and the Consulting Teacher assigned shall meet and discuss the recommended areas of improvement outlined by the Principal in the remediation plan and the types of assistance that may be provided by the Consulting Teacher.
- 18.5.5. The Consulting Teacher and the evaluating principal are expected to establish a cooperative relationship and coordinate and align the assistance provided to the Participating Teacher.
- 18.5.6. The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide assistance as set forth in this Article, which shall include multiple observations of the Participating Teacher by the Consulting Teacher.
- 18.5.7. Before April 1 of each year, the Consulting Teacher shall complete a written report regarding the Participating Teacher's participation in the Program consisting solely of: (1) a summary of the areas targeted for improvement (2) a description of the assistance provided to the Participating Teacher; and (3) sufficient information to enable the Joint Panel to make its recommendations to the Governing Board. This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal.
- 18.5.8. The above report shall be included as part of the Participating Teacher's annual evaluation.

- 18.5.9. The evaluating principal shall have the discretion as to whether and how to use the report in the annual evaluation.
- 18.5.10. The Participating Teacher shall have the discretion as to whether and how to use the report in a response to the annual evaluation.
- 18.5.11. At the conclusion of the year of assistance and review, the Joint Panel shall report to the Participating Teacher, the principal, and the Board of Education of the School District that:
- 18.5.11.1. Either the Participating Teacher is now effective, or
- 18.5.11.2. The Joint Panel and Consulting Teacher do not consider that further assistance and review will be successful. This report shall include reasons in support of this conclusion. If this recommendation is made, the Participating Teacher's name shall be forwarded to the Governing Board pursuant to Section 18.3.1.5.1.
- 18.5.11.3. Notwithstanding paragraphs 18.5.11.1. and 18.5.11.2. above, and while the term of this assistance shall normally be for one (1) school year, the intervention may be extended to a second year if the Joint Panel believes progress is being made although the Participating Teacher may have not returned to the effective level of performance.

Section 18.6. PEER ENRICHMENT PROGRAM

- 18.6.1. Purpose: The Peer Enrichment Program (PEP) constitutes the voluntary component of the California Peer Assistance and Review Program as required by Education Code section 44500 (b)(1). The intent of this program is to provide broad-based enrichment opportunities that encompass any area of classroom teacher need. A multitude of such opportunities will be provided through this program and implemented at the site.
- 18.6.2. Access to Enrichment Opportunities: This program is designed to provide enrichment to all classroom teachers desiring assistance in improving their practice..
- 18.6.2.1. Teachers in remediation or special evaluation but not in the mandatory assistance and review program who choose to disclose that fact to the site Peer Enrichment Committee (hereafter "Committee") shall be given priority for enrichment services.
- 18.6.2.2. Teachers wishing to access enrichment may do so through their site's Committee.
- 18.6.3. Program Funding: Each year, following the allocation of revenues necessary to operate the Participating Teacher component of the Peer Review and Enrichment Program as set forth in this Article, revenue received pursuant to the Peer Review and Enrichment Program (PREP) will be allocated and distributed to the sites and qualified programs on a per classroom teacher basis for the PEP. Expenditures of these funds will be governed by the process set forth below.
- 18.6.3.1. As used in this article, any reference to the governance team refers to the principal (or designee) and SDEA bargaining unit members of the team.
- 18.6.3.2. The Committee shall be composed of the principal/designee, the site Association Representative ("AR"), and one classroom teacher from the governance team who has been elected by secret ballot of the unit members on the team.

- 18.6.3.3. The District and SDEA will jointly plan and present training for the principal and the AR of each governance team for the purpose of fostering a mutual understanding of the PREP as determined by the PREP Joint Panel after review and evaluation of previous training.
- 18.6.3.4. Qualified programs are those that include classroom teachers, e.g, Life Skills.
- 18.6.4. Procedures for Implementation of Site Enrichment Opportunities: The site-level determination of how PEP funds will be spent, what enrichment opportunities will be offered, and whether individual requests for enrichment opportunities are granted shall be according to the following procedures.
 - 18.6.4.1. PEP funds are to be used primarily for individual enrichment activities provided on a one-on-one basis, unless there is a site decision to provide another type of opportunity.
 - 18.6.4.2. The governance team will meet with the faculty annually to explain the program and collect input in order to determine the site direction of individual enrichment opportunities for classroom teachers.
 - 18.6.4.3. The faculty input will be forwarded to the Committee, whose role will be to:
 - 18.6.4.3.1. Implement the site direction for enrichment opportunities.
 - 18.6.4.3.2. Establish procedures to access enrichment opportunities.
 - 18.6.4.3.3. Review and approve requests for enrichment, including costs.
 - 18.6.4.3.4. Monitor the site's enrichment funds.
 - 18.6.4.3.5. Serve as a liaison to the governance team and the PREP Joint Panel.
 - 18.6.4.3.6. Ensure the confidentiality of requests and participation in the enrichment program.
 - 18.6.4.4. Guidelines for the Peer Enrichment Committee:
 - 18.6.4.4.1. The Peer Enrichment funds are to be used for site-determined enrichment opportunities.
 - 18.6.4.4.2. Compensation may be approved by the Committee for hours spent providing enrichment activities and preparation time spent to plan such activities. Such compensation will be at the Additional Hourly Classroom Assignment Rate (Appendix A, 7.013 -- this reference is specifically to the per hour rate of pay only, and not to the subtext). This rate of compensation will be adjusted consistently with salary increases.
 - 18.6.4.4.3. Compensation for enrichment activities as set forth in the preceding section shall be provided only for time expended beyond the six (6) hour and thirty-five (35) minute workday (Section 8.5.1).

18.6.4.4.4. PEP funds are to be expended only for enrichment and professional development activities. While there is no comprehensive list of appropriate uses, and the determination of appropriate use is left to the Committee as set forth herein, the following are examples of how funds may be spent:

18.6.4.4.4.1. Release time for intra or inter site classroom visitations or to attend conferences. Release time may be purchased in half or full day increments.

18.6.4.4.4.2. Conference registration fees.

18.6.4.4.5. While there is no comprehensive list of inappropriate uses, and the determination of inappropriate use is left to the Committee as set forth herein, the following are examples of how funds may not be spent:

18.6.4.4.5.1. Hotel

18.6.4.4.5.2. Airfare

18.6.4.4.5.3. Car rental

18.6.4.4.5.4. Meals (unless cost is part of the registration fee)

18.6.4.4.5.5. Unspent PEP funds will be carried over and remain in the site PEP budget to be spent in subsequent year(s) pursuant to the procedures set forth herein.

18.6.5. Procedures For The Selection Of Cadre Or Classroom Peers

18.6.5.1. A Cadre is a group of unit members recognized for their expertise and willingness to provide enrichment opportunities to teachers at all sites.

18.6.5.2. Classroom teachers seeking enrichment may select peers from any site or from the cadre list.

18.6.5.3. To qualify for the Cadre or to serve as a classroom peer providing enrichment assistance, a unit member must be a permanent employee whose last two (2) evaluations are effective in all areas.

18.6.5.4. The selection process for the Cadre and advertisement of the list of Cadre members shall be determined by the PREP Joint Panel.

18.6.6. Appeal of Committee Decisions On Requests For Assistance; Confidentiality

18.6.6.1. Individuals who wish to appeal the decision(s) of the Committee denying an individual's request for enrichment, may appeal to the site governance team. If an appeal remains unresolved, the final resolution will be made by the PREP Joint Panel, whose decision shall be final.

18.6.6.2. Enrichment opportunities and resulting interactions/documents are strictly confidential, unless disclosure/release is authorized in writing by the unit member.

- 18.6.6.3. The Peer Enrichment Program is completely separate from the evaluation process and/or the Peer Assistance and Review process for Participating Teachers as set forth in this article. In no event shall any information developed through the PEP be used in an evaluation or placed in a unit member's personnel file except as provided in sections 18.6.6.2. and 18.6.6.4. herein.
- 18.6.6.4. Unit members may request in writing that information developed through the PEP be utilized in their evaluation and/or placed in their personnel file.

Section 18.7. OTHER PROVISIONS

18.7.1. Program Funding

- 18.7.1.1. Expenditures for this program shall be fully funded by revenues made available through passage of AB1X (1999, Villaraigosa) or successor legislation. The District will make every effort to minimize the actual administrative costs associated with this program.
- 18.7.1.2. If the level of state funding for the currently existing PAR Program (AB 1X) is increased (i.e., pursuant to a cost of living adjustment [COLA]), such increased funds will automatically be allocated and utilized pursuant to this Article. However, if additional funds are allocated by the state pursuant to a modification of the law, the parties will meet and negotiate according to the provisions of such new law over the utilization of such additional funds.

18.7.2. Board/District Reservation of Rights

- 18.7.2.1. 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 certificated employees.
- 18.7.2.2. 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-retention of certificated employees.
- 18.7.2.3. 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.

18.7.3. Right of Representation: A Participating Teacher shall have the right to be represented by SDEA in any open meetings of the Panel concerning the Participating Teacher and shall be given reasonable opportunity to present his/her point of view concerning any report being made.

18.7.4. Panel Decisions Not Grievable: A Participating Teacher shall not have access to the grievance process to challenge the contents of reports or decisions of the Panel, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program. Although violations of confidentiality are not grievable, they may be addressed through other legal recourse.

- 18.7.5. Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, members and Consulting Teachers may disclose such information only as necessary to administer this article and comply with law. Violations of confidentiality shall be addressed through legal recourse other than the contractual grievance process.
- 18.7.6. Participation in PAR is Nonmanagement: Functions performed pursuant to this article by bargaining unit members shall not constitute either management or supervisory functions as defined in the EERA (i.e., Government Code section 3540.1, subdivisions (g) and (m)).
- 18.7.7. Immunity From Liability: The District shall indemnify and hold harmless the members of the PAR Panel and the Consulting Teachers from any liability arising out of their Participation in this program as provided in Education Code section 44503, subdivision (c).