

APPENDIX H

Orange Unified School District – Induction Program
Peer Assistance and Review (PAR)
Memorandum of Understanding, 2005-2006

The purpose of this Memorandum of Understanding is to clarify the roles and responsibilities of the Orange Unified School District Peer Assistance and Review Program/Committee and its relationship to the district's Induction Program. The PAR Committee will annually review the allocation of funds request to support Induction and act accordingly. Additionally, the PAR Joint Committee will review services and funds to be used for Induction candidates and all other district employees who need additional support.

I. Joint Committee

- A. The Joint Committee shall consist of seven members. Four members shall be full time tenured certificated classroom teachers chosen by the Association. Teachers selected shall represent elementary, middle and high school levels. The District shall select three administrators to serve on the Joint Committee. The Chairperson of the Joint Committee will be selected annually by the Joint Committee, and the position of Chair shall alternate annually between teacher and administrator members. Any vacancy on the Joint Committee shall be promptly filled by the District or the Association as appropriate. Two teachers shall be selected during the initial year for a three-year tenure and two teachers selected for a two-year tenure. Thereafter, all terms shall be for a two-year duration.
- B. The Joint Committee shall make all decisions through consensus. In the absence of consensus, decisions will be made by majority vote of the entire Joint Committee. Five of the seven Joint Committee members shall constitute a quorum for purposes of meeting and conducting business.
- C. The Joint Committee's meetings will normally take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. Teacher members shall receive a stipend of two thousand dollars (\$2,000.00).
- D. The Joint Committee shall be responsible for the following:
 1. The Joint Committee shall establish its own internal operating procedures and recommended budget for implementation of this article. The operating procedures shall be consistent with the Collective Bargaining Agreement, this Memorandum of Understanding, and the law pertaining to peer assistance and review, and in the case of inconsistency, the Collective Bargaining Agreement, this Memorandum of Understanding, or the law shall prevail. The California Peer Assistance and Review Program shall

fund the recommended budget for Teachers, recognizing that the primary reason for the California Peer Assistance and Review Program for Teachers is to provide direct assistance to permanent teachers who have received an unsatisfactory evaluation or a voluntary teacher who needs assistance with any special need. It is also specifically recognized that the District may also expend funds from the California Peer Assistance and Review Program for any of the programs authorized by Education Code Section 44506(a). Expenditure of such funds may only be made after the Joint Committee has developed a budget and been informed as to the use of the funds. Programs within the Education Code are:

- (a) The Marian Bergeson Beginning Teacher Support and Assessment System as set forth in Article 4.5 (commencing with Section 44279.1) of Chapter 2 of the Education Code.
 - (b) The California Pre-Internship Teaching Program as set forth in Article 5.6 (commencing with Section 44305) of Chapter 2 of the Education Code;
 - (c) A District intern program as set forth in Article 7.5 (commencing with Section 44325) of Chapter 2 of the Education Code;
 - (d) Professional development or other educational activities previously provided pursuant to Article 4 (commencing with Section 44490) of Chapter 3 of the Education Code;
 - (e) Any program that supports the training and development of new teachers; and
 - (f) Any other purpose, which is specifically authorized by law.
2. Distributing annually to bargaining unit members and administrators the operating procedures and this Memorandum of Understanding.
 3. Providing annual training for the Joint Committee members.
 4. Establishing a procedure for application as a Consulting Teacher. The Committee shall also determine the term of service for Consulting Teachers and put in place a procedure for removal of a Consulting Teacher.
 5. Determining the number of Consulting Teachers for any school year based upon the participation in the Peer Assistance and Review Program and other relevant considerations.
 6. Selecting Consulting Teachers.

7. Providing training for Consulting Teachers.
8. Providing written notice of participation in the Peer Assistance Program to the Referred Teacher, the consulting Teacher and the evaluator.
9. Matching Consulting Teachers with Participating Teachers after consideration of input from the Participating Teacher. A Participating Teacher may request a change of Consulting Teacher once, while in the program.
10. Evaluating the effectiveness of Consulting Teachers.
11. Reviewing the report prepared by the Consulting Teacher and making recommendations to the Board of Education regarding the Referred Participating Teacher's progress in the Peer Assistance and Review Program.
12. Evaluating annually the impact of Peer Assistance and Review Program in order to improve the Program.

II. Participating Teachers

- A. A referred Participating Teacher is an experienced teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of a subject(s), and/or related aspects of his or her teaching whose final evaluation is unsatisfactory.
- B. Experienced teachers who are referred as the result of an unsatisfactory evaluation shall be notified by the Joint Committee in writing of their placement in the program and matched with a Consulting Teacher.
- C. Probationary teachers may participate with a Consulting Teacher as a resource only if approved by the Joint Committee. This resource shall not replace the regular evaluation process for the probationary, nor shall the Consulting Teacher provide administration or the Joint Committee with a written or an oral report. Teachers who are interns or on emergency permits may also participate under these conditions.
- D. A volunteer Participating Teacher is an experienced teacher with permanent status who volunteers to participate in the Peer Assistance and Review Program. The volunteer Participating Teacher may terminate his or her participation in the Peer Assistance and Review Program at any time.

- E. The Joint Committee will select the Consulting Teacher for the referred Participating Teacher or the volunteer Participating Teacher.

III. Consulting Teachers

- A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. Consulting Teachers shall possess the following qualifications:

1. Be a credentialed classroom teacher with permanent status;
2. Have a minimum of three (3) years valid credentialed experience in the District;
3. Have demonstrated exemplary teaching ability as indicated by, among, other things, effective communication skills, subject matter knowledge, and master of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

- B. Responsibilities of Consulting Teachers

The Consulting Teacher shall provide assistance to the referred Participating Teachers in improving instructional performance. This assistance may include, but not be limited to:

1. Set and discuss performance goals with the Participating Teacher. Assist in developing an Individual Performance Plan.
2. Multiple observations of the Participating Teacher during periods of classroom instruction.
3. Assist Participating Teacher by demonstrating, coaching, conferencing, referring or by other activities which, in their judgment, will help the Participating Teacher.
4. Meet and consult with the evaluating administrator who referred the Participating Teacher.
5. Use District resources to assist the Participating Teacher.
6. Monitor the progress of the Participating Teacher and maintain a written record.
7. Participate in the planning and implementation of District in-service programs designed to improve instructional quality.

- C. Each applicant for the position of Consulting Teacher is required to submit three references from individuals with specific knowledge of his or her expertise. One of the references will be from a site administrator. All applications and references shall be treated with confidentiality.
- D. The selection process shall include provisions for classroom observation of the candidates for Consulting Teacher by a member of the Joint Committee. Consulting Teachers shall be selected by a majority vote of the Joint Committee.
- E. Consulting Teachers, with prior approval by the Joint Committee, shall be released from regular duties without loss of pay or benefits when it is necessary to carry out their responsibilities during the school day.
- F. Consulting Teachers who are working with Participating Teachers, or are assigned other areas authorized by the Joint Committee, shall be paid an annual amount equal to that paid to Support Providers under the Marian Bergeson Beginning Teacher Support and Assessment System ("BTSA"); or, in the alternative, the Joint Committee may authorize full-time release time for one or more Consulting Teachers, in which case such consulting Teachers will not be paid an annual stipend.
- G. The Joint Committee will develop the caseload for the Consulting Teachers.

IV. Referred Participating Teacher

- A. For referred Participating Teachers with an unsatisfactory evaluation, the process for peer assistance and review will be as follows:
 1. All parties are expected to develop a cooperative relationship between the Consulting Teacher and the evaluator on an ongoing basis.
 2. The Participating Teacher with an unsatisfactory evaluation, as defined in the Evaluation Article 7 of the OUEA/OUSD Agreement, shall be identified by the evaluator. The evaluator shall provide specific written recommendations for improvement.
 3. The evaluator and the assigned Consulting Teacher shall meet with the Participating Teacher to discuss the recommended areas of improvement and the types of assistance to be provided by the Consulting Teacher as requested by any one of the parties.
 4. The Consulting Teacher will review the recommended areas of improvement, provide assistance in those areas as necessary, do

multiple observations of the Participating Teacher, and complete a report of participating for placement in his/her personnel file. The assistance provided should address the areas for improvement noted by the evaluator and should take into consideration state and local standards, as well as the California Standards for the Teaching Profession.

5. The Joint Committee will review the reports made by the Consulting Teacher as part of the evaluation process. The Joint Committee shall make recommendations to the Board of Education regarding Participating Teachers, including forwarding of names of individuals who are unable to demonstrate satisfactory improvement.
6. The Participating Teacher's primary evaluator shall be solely responsible for evaluation and making the initial recommendations for improvement pursuant to the evaluation. The Consulting Teacher shall assist the Participating Teacher in improving in the areas identified by the evaluator.
7. Before March 1 annually, the Consulting Teacher shall prepare a written report summarizing the teacher's participation in the program, consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Committee, the Participating Teacher, and the evaluator.
8. The result of the teacher's participation in the program shall be made available as a part of the Participating Teacher's annual evaluation. The evaluator shall have the discretion as to whether and how to utilize such results in the annual evaluation.
9. On receipt of the report, the Joint Committee shall determine whether the Participating Teacher will benefit from continued participation in the program.
10. The teacher will continue participation until the Joint Committee determines that the teacher no longer benefits from participation, the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The District shall have the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement.

11. The Consulting Teacher's report on the participation in the program shall be made available to the District for placement in the Participating Teacher's personnel file.
12. The Joint Committee shall submit an annual report to the Board of Education and the Association regarding the Program's impact, improvements to be made, and recommendations regarding program participants. The Joint Committee will forward the names of permanent teachers with unsatisfactory evaluations who, after sustained assistance, are unable to demonstrate satisfactory improvement.
13. Nothing herein shall modify or in any manner affect the rights of the District and/or Board of Education under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees. 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.

V. Voluntary Participating Teachers

- A. For voluntary Participating Teachers, the outline of the program shall be as follows:
 1. The purpose of the Peer Assistance and Review Program for the volunteer Participating Teacher is for peer assistance only for permanent teachers, and the Consulting Teacher shall not submit any oral or written report regarding the volunteer Participating Teacher.
 2. The voluntary Participating Teacher may apply to the Joint Committee to be assigned to work with a Consulting Teacher to improve current skills in a particular curriculum area or to improve and/or develop teaching methodologies and instructional strategies. The volunteer Participating Teacher may request to be assigned to a specific Consulting Teacher.
 3. Upon assignment, the Consulting Teacher shall meet with the voluntary Participating Teacher to develop a plan for voluntary assistance. This plan shall not be shared with any administrator without written permission of the voluntary Participating Teacher.
 4. The results of the individual voluntary participation shall not be forwarded to the Joint Committee or Board of Education, nor shall it be used for evaluative purposes. The voluntary Participating

teacher may terminate participation on a voluntary basis at any time.

5. Participation as a voluntary Participating Teacher shall not be in lieu of the regular evaluation of the teacher pursuant to Article 7 of this agreement.
6. Budgeted resources of the program shall first be allocated to referred Participating Teachers required to participate under Section IV, and as available and budgeted to voluntary Participating Teachers under Section V of this Memorandum.

VI. Records

- A. All documents and information relating to participation in this program shall be considered personnel matters subject to personnel record exemption of the California Public Records Act. The annual evaluation of the program's impact, excluding information on identifiable individuals, is subject to disclosure under the Public Records Act.
- B. All portions of the selection process of Consulting Teachers shall be treated as confidential and will not be disclosed, except as may be required by law.
 1. All documents for the Peer Assistance and Review Program will be filed by the Personnel Office separately from the individual personnel records, except as specified herein.

VII. Status and Liability Protection of Unit Members

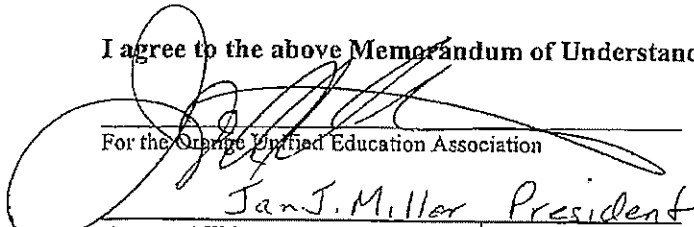
- A. Functions performed by teachers under this article shall not constitute either management or supervisory function as defined in the Educational Employment Relations Act.
- B. Certificated employees who perform functions as Consulting Teachers or members of the Joint Committee shall have the same protection from liability, and access to appropriate defense as afforded to other public school employees under the provisions of the California Government Code.

VIII. Term


The provisions of the Memorandum of Understanding shall be in effect from July 1, 2005 and remain in effect through June 30, 2006 subject to continued funding by the State of California. If the state reduces the PAR funding, the parties agree to meet and re-negotiate. This Memorandum shall become part of the Collective Bargaining Agreement as an appendix, and shall be renewed

and/or the subject to bargaining pursuant to the terms of such Agreement or upon mutual agreement of parties. Any claim of violation, misapplication, or misinterpretation of a specific provision of the Memorandum of Understanding shall be subject to the grievance procedure in the Collective Bargaining Agreement in effect between the parties.

I agree to the above Memorandum of Understanding.


For the Orange Unified Education Association
Jan J. Miller, President
Name and Title

9/9/2005
Date


For the Orange Unified School District
Ed Kisee, Asst. Supt., HR.
Name and Title

9-12-05
Date