

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEWARK UNIFIED SCHOOL DISTRICT and NEWARK TEACHERS ASSOCIATION
REGARDING ARTICLE 9: EVALUATION AND SYSTEM OF EDUCATOR SUPPORT
FOR THE 2021-2022 SCHOOL YEAR**

Newark Unified School District and Newark Teachers Association enter into this Memorandum of Understanding (MOU) to provide clarification for the roles of each member of the evaluation team for the unit member being evaluated during the 2021-2022 school year.

Each participant of the unit members' evaluation team is to be trained in their specific roles and responsibilities as outlined in the Educator Effectiveness Evaluation (E3) Process and Forms Handbook before the E3 process can begin for the 2021-2022 school year.

Article 9 is included in its entirety to provide context for the areas of clarification.

ARTICLE 9: EVALUATION AND SYSTEM OF EDUCATOR SUPPORT

- 9.1 The primary objective of the evaluation procedure is to assess and improve the educational services being provided to the District's students by unit members and to assist unit members in improving their professional skills in identified areas of needed improvement. While evaluation procedures may, in individual instances, be used in disciplinary/discharge proceedings for evidentiary purposes, such use is not the principal objective of evaluation procedures contained in this Article, and such disciplinary proceedings may be undertaken independently of evaluation procedures.
- 9.1.1 The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements of this Article. Accordingly, no grievance arising under this Article shall challenge the substantive judgment of the evaluator or District, and any grievance arising under this Article shall be limited to a claim that the procedures of this Article have been violated.
- 9.1.2 District administrators shall adhere to the evaluation and assessment guidelines as listed in Education Codes 44662-44664.
- 9.1.3 Each bargaining unit member shall not have more than one evaluator concurrently.
- 9.1.3.1 All permanent Educators being evaluated shall be offered, but not required to utilize, a Peer Coach to guide and assist the Educator through the process.
- 9.1.3.2 All probationary and/or temporary unit members with a clear credential shall be provided a Peer Coach to guide and assist the Educator through the process.
- 9.1.3.3 The Peer Coach will uphold the roles and responsibilities outlined in the Educator Effectiveness Evaluation (E3) Process and Forms Handbook (Appendix 1).
- 9.1.3.4 All probationary and/or temporary unit members without a clear credential shall be provided an Induction Coach to guide and assist the Educator through both processes.

9.1.4 All bargaining unit member evaluation and observation forms, roles and responsibilities, rubrics, procedures, and processes are attached to this Agreement as the Educator Effectiveness Evaluation (E3) Process and Forms Handbook (see Appendix 1) and the Rubric Handbook (see Appendix 2). Both parties agree to adhere to these handbooks, understanding that the handbooks and provisions of the program may be revised by the mutual consent of the Association and the District at any time.

9.1.4.1 All unit members being evaluated shall attend an Orientation meeting to obtain information on the evaluation process. The meeting will be scheduled no later than September 2, 2021 or 15 days after the first day of school. The training will review, but is not limited to covering, the Educators roles and responsibilities and the evaluation timeline. The Educator will receive copies of the E3 Process and Forms Handbook and the Rubric Handbook.

9.1.4.2 If the Evaluator is scheduled to complete the E3 Calibration Certification, it will be completed by October 1, 2021.

9.1.4.3 The California Standards for the Teaching Profession (CSTP) and The Danielson Domain placemats and corresponding rubrics (Appendixes 3-9) shall be used for the evaluation process by all unit members.

9.1.4.4 Peer Coaches will attend an initial training along with the other sessions required to support the Educator, e.g. IPC, RM#1, and RCWU.

9.1.5 The evaluation of unit members shall not include the use of publishers' norms established by standardized tests (See Ed. Code Section 44662).

9.1.6 The Educator Effectiveness Evaluation processes shall comply with relevant NUSD Board Policies and Administrative Regulations.

9.2 Constraints

9.2.1 Factors which might hinder the achievement of the objective are identified as constraints.

9.2.2 Teaching Conditions

9.2.2.1 Adequate textbooks, reference books, equipment, supplies, materials, storage space and classroom facilities will be considered in the performance of a unit member's duties.

9.2.2.2 Repairs of equipment and instructional devices shall be made as soon as possible. The District shall provide an adequate replacement for use when available. Availability shall include rental where appropriate. The timeline for video recordings shall be extended up to ten (10) school days when equipment issues arise, upon mutual agreement of Evaluator and Educator. Each site will utilize a check out/in system for equipment.

9.2.2.3 Except in emergencies, repairs and maintenance of classrooms shall be made at a time which will not interfere with the instructional program. However, should the health, safety or welfare of students be endangered, appropriate action shall be taken to correct the problem.

9.2.2.4 The presence or absence of such constraints/conditions shall be taken into consideration by the evaluator.

9.3 Assessment Methods

9.3.1 Methods to be utilized in the assessment of student progress shall be consistent with the stated objectives. Such methods of assessment may include use of state, District, and/or departmental test norms [but not publishers' norms established by standardized tests (See Ed. Code section 44662)] utilizing pre- and post-testing methods; product output measuring quality and/or quantity; performing output; observation and records; and other techniques.

9.4 A unit member participating in Advisory or Structured Improvement and Review (SIR) shall not be eligible for voluntary transfer or voluntary reassignment while he/she remains in the program.

9.5 All proceedings and materials related to Advisory and Structured Improvement and Review regarding specific unit members shall remain confidential to the extent required by law. Panel Members, Advisors, and participating unit members may disclose information related to evaluation, reports, and other personnel matters only as necessary to administer this Article and its accompanying handbooks. The District reserves the right to use such documents in subsequent disciplinary actions as per contract language.

9.6 Nothing herein shall be interpreted at any time as limiting the authority of the Board to initiate any form of discipline of any unit member participating in Advisory or SIR. Contract language regarding discipline and due process shall apply.

9.7 A unit member may not continue to serve as a Peer Coach or Advisor if appointed to an administrative position. This shall not apply to unit members voluntarily serving as administrative designees.

9.8 Functions performed pursuant to this Article, and accompanying handbooks, by bargaining unit members shall not constitute either management or supervisory functions.

9.9 All actions of the Educator Support Panel shall be approved by reaching consensus.

9.10 The District shall defend, indemnify, and hold harmless the Association, individual Panel Members, Peer Coaches, and any Advisors against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the performance of their respective duties under this program.

This Memorandum of Understanding is the product of collaboration between NUSD and NTA and through their respective representatives, and was not prepared or drafted by only one party. This Agreement shall be constructed in accordance with the laws of the State of California. This Agreement shall remain in place through June 2, 2022, unless otherwise amended and agreed to by both parties.

FOR:

NUSD

NTA

8/24/21

DATE:
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8/24/2021

Katherine Jones
