

Memorandum of Understanding Between Beverly Hills Unified School District and Beverly Hills Education Association

The **Beverly Hills Unified School District** (“District”) and the **Beverly Hills Education Association** (“Association”), collectively referred to as “the Parties,” entered into a Memorandum of Understanding (“MOU”) regarding Article IX- Evaluation of the Collective Bargaining Agreement between the District and the Association.

The District and BHEA acknowledge and agree that we are implementing a new teacher evaluation model using the Danielson Framework. As such, both parties acknowledge and agree that while the contract language in Article IX- Evaluation is agreed upon there may be a need for adjustments to be made during the training/implementation phase. These adjustments include, but are not limited to, documents and supporting tools as well as potential contract language. The parties agree to negotiate over any such adjustments.

ARTICLE IX EVALUATION

Section 1. PURPOSE

The purpose of evaluation is to grow, develop and support teachers by providing meaningful and supportive feedback. While individual teaching performance might be evaluated as needing improvement or being unsatisfactory, most teachers do not fall into these categories. The evaluation, while it includes the expectation and means to address and support teachers whose performance does not meet district standards, is designed to provide valuable feedback for all teachers.

Section 2. EVALUATION PROCESS

- Permanent Certificated Members

Conducted every other year for certificated members except for as follows:

- After completing year 8 and its evaluations, certificated members with prior evaluation “At or above satisfactory/basic” will shift to an every three year evaluation process
- After completing year 14 and its evaluations, certificated members with prior evaluation “At or above satisfactory/basic” will shift to an every four year evaluation process
- After completing year 18 and its evaluations, certificated members with prior evaluation “At or above satisfactory/basic” will shift to an every five year evaluation process
- Members whose evaluation cycle does not align with the post-8/14/18 year timelines will be placed at an agreed upon spot to encompass the corresponding break in

evaluation years. For the 2024-25 school year, this will include members who were evaluated in the 2023-24 school year.

- For the 2024-25 school year, members who were previously in a 5-year project or cycle will move into the Permanent Evaluation Cycle. They will not be evaluated in the 2024-25 school year and will be shifted to a break in evaluation years corresponding to their years of service.

Section 3. DEFINITIONS OF TERMS

Components

22 elements of the four domain clusters. See Danielson Framework Focus of Growth Development and Support Table.

Days

Working days

Domains

One of four areas in the Danielson Framework **2022 Edition** used as the evaluation rubric for professional practice.

Domain Descriptors

Behaviors that illustrate the components of the domain at the four performance levels of Distinguished, Proficient, Basic, and Unsatisfactory.

Evaluatee

Person being evaluated.

Evaluation

The District shall evaluate and assess employee's competency as it reasonably relates to the **Danielson Framework 2022 Edition** and the progress of students: and the establishing and maintenance of a suitable learning environment within the scope of the employee's responsibilities.

The District shall establish and define job responsibilities for non-instructional certificated personnel, represented by the Association whose responsibilities cannot be evaluated appropriately under the provisions of the preceding paragraph, and shall evaluate and assess the competency of such non-instructional certificated employees as it reasonably relates to the fulfillment of those responsibilities.

Evaluation Forms

Forms for the evaluation of personnel are included in Appendix F. The evaluation forms

shall be completed by the evaluatee and evaluator digitally with printouts provided at member requests. Information included on evaluator-written evaluation forms is intended to provide the evaluatee with documentation of the evaluator's current assessment of overall performance based upon data gathered through direct observation (within classroom teaching or other observational settings) or from sources of information that are directly verifiable by the evaluator. At all steps of the evaluation process, unit members will have the opportunity to provide input through self-reporting and self-reflection and evaluators shall provide recommendations. Information shall be based upon the Danielson Framework for teaching. Prior to being included in an evaluation form, all information shall have been brought to the evaluatee's attention, the evaluatee shall have had time to address any concerns, and the evaluatee shall have been made aware that the information might be reflected in the evaluation form.

Evaluation Plan

Plan developed mutually by the evaluatee and the evaluator to focus on evaluatee's professional growth as it pertains to the established goals.

Evaluator

Administrator of the evaluatee. The primary evaluator of teacher and counselor unit members shall be the Principal or Assistant Principal of the school. The primary evaluator of psychologist unit members shall be the administrator over the Special Education department. Secondary evaluator(s) may include other District administrators. Secondary evaluator(s) may participate in any evaluation activities described in the evaluation process in conjunction with the primary evaluator and may conduct up to one independent 30-minute supplemental observation (beyond what is minimally required by the evaluation cycle), including a post-observation conference and completed classroom observation form. Should a secondary evaluator participate in the evaluation process for any evaluatee, the reason for the secondary evaluator's participation shall be stated in writing prior to the first evaluation activity engaged in by the secondary evaluator. If the evaluatee requests the secondary evaluator, the evaluatee and the primary evaluator shall mutually agree upon the selection of the secondary evaluator; if the District makes a decision to utilize a secondary evaluator, the District shall make the decision as to the selection of the secondary evaluator. The primary evaluator shall be responsible for completing evaluation forms.

Evidence

Documentation provided by the evaluatee and/or evaluator to substantiate the working or final professional practice ratings. The use of evaluatee documentation is meant to support the evaluatee should there be a disagreement in the rating given.

Formal Observation

Specific window of time that is scheduled with the evaluatee for the evaluator, at any point during that window of time, to directly observe professional practices in the classroom or in the

school.

Initial Conference

Evaluator and evaluatee meet and choose a component focus for the evaluation cycle

Notice of Evaluation

Formal written notice from evaluator to evaluatee that they are being evaluated during the current school year.

Observation

A viewing of a unit member's performance.

Performance Improvement Plan

Specific written suggestions and recommendations in areas evaluated as “unsatisfactory” in order to facilitate improvement in the evaluatee’s performance. The Performance Improvement Plan may be developed and implemented as part of the evaluation process as described below, or may be developed and implemented by mutual agreement between the unit member and his/her site administrator during an off-cycle year.

Personnel File

The official personnel record of the unit member which is kept in the District Human Resource Office.

Post-Observation Conference

Meeting between the evaluatee and the evaluator to discuss the observation evidence, with a working professional practice rating, and any additional evidence that the evaluatee may bring for consideration.

Summative Conference

Evaluator and evaluatee meet to review BHUSD summative evaluation form

Section 4. TIMELINES FOR EVALUATION PROCEDURES

I. Timelines

A. Within 15 work days of the evaluatee’s first work day of the school year, the evaluatee shall be advised in writing of the name of his/her evaluator. The evaluator shall:

1. Distribute evaluation forms to evaluatee.
2. Review evaluation policies and procedures with evaluatee.
3. Review the evaluation calendar for the current school year with

evaluatee

B. At any time subsequent to the notification of evaluator, and within 45 days of the evaluatee's first work day the evaluator and evaluatee shall meet for the Initial Conference:

1. The teacher evaluatee will select one (1) goal to focus on for the evaluatee's professional growth. This goal will be directly connected to one of the four Danielson Domains or to one of the school's or district's identified goals for the year. An evaluatee may wish to refer to prior evaluations and/or to confer with his/her evaluator for guidance in formulating the goal. Additionally, the evaluator may offer guidance to the evaluatee in formulating the goal.

2. The psychologist/counselor/nurse evaluatee will identify one (1) objective to focus on for the evaluatee's professional growth. This goal will be directly connected to a standard of assessment (as described in Appendix F) or one of the school's or district's identified goals for the year. An evaluatee may wish to refer to prior evaluations, if applicable, for guidance in formulating the goal.

C. At any time subsequent to the notification of evaluator, and within 45 ~~calendar~~ days of the evaluatee's first work day, the evaluator and the evaluatee will:

1. Review the goal identified on the Evaluation.

2. Mutually agree to the Evaluation. In the event of a disagreement regarding the Evaluation the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences.

3. Sign and date the Evaluation. This agreement may be revised during the course of the year by mutual agreement of the evaluator and evaluatee.

D. The evaluator will:

For Teacher Unit Members:

1. At any time subsequent to the establishment of the Evaluation, and within 10 days of the initial conference (1) classroom teaching observation of thirty (30) minutes duration or longer.

2. Hold a post observation conference with the evaluatee within three (3)

working days of Observation #1 to discuss the classroom observation, teaching performance (including the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations), and progress toward the attainment of the established goal on the Professional Assessment Plan.

3. Complete the Classroom Observation Form summarizing both the classroom teaching observation and the post observation conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations, providing specific examples of performance that support the ratings of "Distinguished", "Proficient", "Basic" or "Unsatisfactory" noted for the evaluatee.
4. Send the completed Classroom Observation Form to the evaluatee within three (3) working days after the conference.
5. If the evaluatee receives an overall "Unsatisfactory" evaluation on the Classroom Observation Form, discuss and mutually develop with the evaluatee the Performance Improvement Plan, making specific written suggestions and recommendations in areas evaluated as "Unsatisfactory" in order to facilitate improvement in the evaluatee's performance. In the event of a disagreement regarding the Performance Improvement Plan the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences.

For Psychologist Unit Members:

Will be evaluated using the Danielson Rubric for Psychologists

For Counselor Unit Members:

Will be evaluated using the Danielson Rubric for Counselors

For Nurse Unit Members:

Will be evaluated using the Danielson Rubric for School Nurses

E. The evaluator will:

For Teacher Unit Members Meeting District Standards as of the First

Observation:

1. At any time subsequent to the completion of the first observation cycle and within 110 days of the first work day of the school year make at least one (1) additional classroom teaching observation of thirty (30) minutes duration or longer.
2. Hold a post observation conference with the evaluatee within three (3) working days of Observation #2 to discuss the classroom observation, teaching performance (including the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations), and progress toward the attainment of the established goal on the Evaluation.
3. Complete the Classroom Observation Form summarizing both the classroom teaching observation and the post observation conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations, providing specific examples of performance that support the ratings of "Distinguished", "Proficient", "Basic" or "Unsatisfactory" noted for the evaluatee
4. Discuss the Classroom Observation Form during the post observation conference with the evaluatee within three (3) working days after the conference.
5. If the evaluatee receives an overall "Unsatisfactory" evaluation on the Classroom Observation Form discuss and mutually develop with the evaluatee the Performance Improvement Plan, making specific written suggestions and recommendations in areas evaluated as "Unsatisfactory" in order to facilitate improvement in the evaluatee's performance. In the event of a disagreement regarding the Performance Improvement Plan the evaluatee and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the parties shall invite the Human Resources Administrator and the Association President or designee to assist in resolving the differences. Subsequent to the evaluator's determination that the evaluatee will receive an overall "Unsatisfactory" evaluation on the Classroom Observation Form, the procedures outlined in the next section titled, "For Teacher Unit Members NOT Meeting District Standards as of the First Observation," will be followed with the provision that the evaluator's second classroom observation and second post observation conference will count as one of the three (3) additional classroom teaching observations and post observation conferences.

For Teacher Unit Members NOT Meeting District Standards as of the First Observation:

1. At any time subsequent to the completion of the first observation cycle and within 140 days of the first work day of the school year make at least two (2) additional classroom teaching observations of thirty (30) minutes duration or longer which shall be scheduled by mutual agreement between the evaluator and evaluatee. It is suggested that a lesson plan be submitted by the evaluatee to the evaluator prior to each scheduled observation.
2. Hold at least two (2) post observation conferences with the evaluatee, each within three (3) working days of a classroom observation, to discuss the classroom observation, teaching performance (including both the evaluatee's and evaluator's assessments of areas for commendation and areas for growth), and progress toward the attainment of the established goal on the Professional Assessment Plan.
3. Complete the Classroom Observation Form for each observation, summarizing both the classroom teaching observation and the post observation conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations for growth, providing specific examples of performance that support the ratings of "Distinguished", "Proficient", "Basic" or "Unsatisfactory" noted for the evaluatee.
4. Send the completed Classroom Observation Forms to the evaluatee within three (3) working days after the conferences.
5. Update the Performance Improvement Plan to reflect the observations, conferences, and other information related to progress towards fulfilling the components outlined in the plan.

For Counselor/Psychologist/Nurse Unit Members NOT Meeting District Standards:

1. At any time subsequent to the completion of the first observation cycle and within 110 days of the first work day of the school year hold at least three (3) conferences, scheduled by mutual agreement between the evaluator and evaluatee, discussing both the evaluatee's and evaluator's assessments of areas for commendation and areas for growth and making specific suggestions and recommendations in areas identified as "Unsatisfactory" in order to facilitate improvement in the evaluatee's performance.
2. Complete a Formal Conference form summarizing the discussion in the conference, including a summary of the evaluatee's self-reflection related to his/her successes and areas for growth as well as the evaluator's recommendations for growth, and providing specific examples of performance that support the ratings of "Distinguished",

“Proficient”, “Basic” or “Unsatisfactory” and documenting specific suggestions for improvement noted for the evaluatee. The Formal Conference Form shall be signed by the evaluator and evaluatee and shall be part of the Performance Improvement Plan.

3. Update the Performance Improvement Plan to reflect the conferences and any other information related to progress towards fulfilling the components outlined in the plan.

F. The evaluator will complete a Summary Evaluation Form after the final Post-Observation Conference.

1. The final evaluation shall be completed at any time subsequent to the completion of the observation(s) described above such that the Summary Evaluation Form shall be provided to the evaluatee within Ten (10) days of the last Post-Observation Conference.

2. If the evaluatee’s performance is below district standards, per Education Code Section 44664, the evaluatee shall be referred to the Peer Assistance and Review (PAR) program (see Article XXII) and shall be annually evaluated until the evaluatee achieves a positive evaluation or is separated from the district. In addition, procedures for dismissal may be followed in accordance with the appropriate Education Code (Sections 44930-44985).

Section 5. GUIDELINES FOR EVALUATION

- I. The evaluator, in recognizing pupil performance objectives and in assessing unit member competence, should consider atypical factors as they relate to the identified performance objectives.
- II. Teacher classroom observations by the evaluator may be made at any time per the provisions found in this article. When feasible and appropriate, the evaluator may pre-schedule visitations. In addition, the evaluatee may request observations on a pre-scheduled basis. Psychologist/Counselor conferences conducted by the evaluator may be made at any time per the provisions found in this article.
- III. Evaluations of unit member competence, as reported on the Summary Evaluation Form, shall be based upon material or reports placed in the unit member's personnel file.
- IV. Performance standards shall be published and distributed to the evaluatee and must be related to the efficient and safe operation of the District and the welfare of students. Prior to any action involving the withholding of pay or any written statement placed in the personnel file which involves negative performance, the District will issue, where appropriate, reasonable advance warning, and shall inquire with respect to

the problem in a fair and important manner so as to insure that penalties are reasonably related to the seriousness of the offense and the past record of the evaluatee with the District.

Section 6. SUBSTITUTES

Substitute teachers shall be evaluated daily on forms provided by the District. A substitute teacher's service shall be deemed satisfactory unless the Principal or Assistant Principal provides the substitute teacher with a written notice of unsatisfactory service within ten (10) school days following the substitute's last day of service.

Section 7. PERSONNEL FILES

Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment or evaluation of their competence are to be made available for the inspection of the person involved. The inspection shall be made in the presence of the administrator in charge of the file. The unit member may be accompanied by a representative to review the file.

Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Every unit member shall have the right to inspect and copy such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.

If derogatory information is placed in the personnel file, it shall be within a reasonable time following the incident. A unit member shall have the right to attach his/her own comments to any such material and acknowledge that such material has been read by initialing and dating that material. This acknowledgment does not constitute agreement with any or all of the material. This material may be removed from the file if charges are without substance or after four (4) years from the date of the incident.

Unsatisfactory performance reports related to competency may be removed from the personnel file after four (4) years from the date of the evaluation.

The placement of material in a personnel file shall not be subject to the grievance procedure

of the Association/District contract if the above procedures have been followed.

Section 8. ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY

Academic freedom is both a privilege and a right bestowed by a free society upon members of the academic profession. Such freedom must bear a judicious relationship and balance with professional responsibility. In this relationship, professional responsibility requires good faith and integrity of the unit member in the search for truth and a high degree of objectivity in the examination, verification, and presentation of facts to pupils. Where the exposition goes beyond fact, it must be labeled as a point of view or opinion. The unit member has a duty to explain other points of view as fully and clearly so that alternate ideas may stand or fall on their own merits.

Responsibility requires the unit member to limit teaching to areas of proficiency or specialization and to assure that teaching is relevant to the course of study and that it is appropriate to the maturity level of the pupils. Upon receiving valid and objective information or pertinent and relevant topics, the pupils may then be assisted in such a way that they may form and express their own opinions without jeopardizing their position with the teacher or with the school.

It is the special task of the unit member to foster and to encourage among pupils those habits of open mindedness and critical inquiry which alone make for responsible citizens. In a free society, it is expected that people will hold different points of view and strive for different ends. Frequently, such differences lead to conflict. These conflicts are best resolved within the framework of reasonable rules established in the best interest of the general public. Such reasonable limitations are understood and accepted by the unit member and administrator. Both the unit member and the school administrator are qualified and licensed officers of the State. They share, therefore, a common responsibility to comply fully with the spirit and intent of the school curriculum and the policies of the governing authorities of the school and school system.

Section 9. CONTROVERSIAL ISSUES

The Beverly Hills schools are dedicated to a program of positive instruction toward a belief in the ideals and processes of American democracy, and toward a clear understanding of totalitarian ideas and methods which are contrary to the principles of freedom. In teaching the American heritage, opportunities are provided for pupils to examine, within the framework of established courses of study and under competent guidance, vital current issues, some of which are controversial. In classroom consideration of controversial issues, the following guidelines shall be observed:

- I. Significant problems should be stated and discussed in terms suited to the maturity level of the learners and their capacity for understanding concepts and values.
- II. An atmosphere as free as practicable from prejudice should be maintained. III. Differing points of view should be presented with dignity and fairness.
- IV. The prestige of the unit member's position should not be used to advocate partisan opinions.
- V. Pupils should be encouraged to analyze problems accurately, gather and organize pertinent data, detect propaganda, identify prejudice, and discriminate between fact and opinion.
- VI. The legitimacy of honest differences of opinion among individuals looking at the same evidence should be established.
- VII. Dignity, rather than embarrassment, for the exercise of one's right to change opinions should be established.
- VIII. Pupils should be encouraged to withhold judgment until thorough study has been accomplished.
- IX. The presentation of sound, reliable, adequate evidence should replace empty argument.
- X. Proposed solutions of public problems should be tested in the light of democratic procedures: Concern for the worth of the individual and for the common welfare; recognition of fair play; and emphasis on peaceful, constitutional methods of progress.

This MOU shall remain in effect until both parties agree on all documents and tools that will be used as part of the BHUSD evaluation process.

Josh Glass	8/16/2024	<i>Matthew Horvath</i>	8/16/2024
Josh Glass	Date	Dr. Matthew Horvath,	Date
BHEA Bargaining Chair		Assistant Superintendent, Personnel Services	

Parties hereby approve and execute this agreement:

Katherine Warren	8/16/2024
Katherine Warren	Date
BHEA President, Certificated Unit	

Appendix F

BHUSD Evaluation

BHUSD Evaluation	
Evaluatee:	Evaluator:
Status: <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Permanent</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Probationary 2</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Probationary 1</div> <div style="border: 1px solid black; padding: 2px;">Temporary</div>	Assignment:

Timeline

Timeline	
Activity Date Evaluatee	Evaluator
Notification of Goals-Evaluation(within 15 days)	
Initial Conference (within 45 days)	
Formal Observation #1 (within 10 work days from the Initial Conference)	
Post Observation Conference (within 3 days of the Formal Observation #1)	
Proficiency Level Met * Formal Observation #2 (within 110 days of the first work day of the school year)	
Proficiency Level Met * Post Observation #2 Conference (within 3 days of Observation #2)	

Summary Evaluation Form (within 10 days of Post Observation Conference #2)	
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Performance Improvement Plan Timeline and Checklist

Activity Date Evaluatee	Evaluator
Formal Observation #3 (within 140 days of the first work day of the school year)	
Post Observation Conference (within 3 days of Observation #3)	
Proficiency Level Met	
Referred to PAR	
Summary Evaluation Form (within 10 days of Post Observation Conference #3)	

Danielson Framework: Focus of Growth, Development, and Support

Check one Domain, or fill in a school/district goal on which to focus for your professional growth

Domain 1:

Planning and Preparation

1a: Applying Knowledge of Content and Ped...

1b: Knowing and Valuing Students

1c: Setting Instructional Outcomes

1d: Using Resources Effectively

1e: Planning Coherent Instruction

1f: Designing and Analyzing Assessments

Domain 3:

Learning Experiences

3a: Communicating About Purpose and Con...

3b: Using Questioning and Discussion Techn...

3c: Engaging Students in Learning

3d: Using Assessment for Learning

3e: Responding Flexibly to Student Needs

Domain 2:

Learning Environments

2a: Cultivating Respectful and Affirming...

2b: Fostering Culture for Learning 2c:

Maintaining Purposeful Environments 2d:

Supporting Positive Student Behavior 2e:

Organizing Space for Learning

Domain 4:

Principled Teaching

4a: Engaging in Reflective Practice 4b:

Documenting Student Progress 4c:

Engaging Families and Communities 4d:

Contributing to School Community a... 4e:

Growing and Developing Professiona... 4f:

Acting in Service of Students

Projected Dates Planned Activities

BHUSD Evaluation:	
<input type="checkbox"/> Observation #1	
<input type="checkbox"/> Observation #2	
<input type="checkbox"/> Observation #3 (if referred to PIP)	
<input type="checkbox"/> Summative	
Evaluatee:	Evaluator:

Status: Permanent	Assignment:
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Danielson Framework Goals				
	Unsatisfactory	Basic	Proficient	Distinguish ed
Domain 1: Planning and Preparation				
Domain 2: Learning Environments				
Domain 3: Learning Experiences				
Domain 4: Principled Teaching				
Overall:				
Evaluator's Comments:				
Evaluatee's Signature:				Date:
Evaluator's Signature:				Date:
Signature of the evaluatee is required to signify that the classroom observation has been discussed. Signature does not constitute endorsement of the observation.				

Signature: Josh Glass
Josh Glass (Aug 16, 2024 12:28 PDT)
Email: jglass@bhusd.org

Signature: Katherine Warren
Katherine Warren (Aug 16, 2024 12:54 PDT)
Email: kwarren@bhusd.org