

**Memorandum of Understanding
Between the Association of Colton Educators
and the Colton Joint Unified School District**

This Memorandum of Understanding ("MOU") is entered into between the Colton Joint Unified School District ("District") and the Association of Colton Educators ("Association").

The Parties recognize there is a need to follow the English Language Development (ELD) walkthrough tool requirements put forth in The United States of America vs. The Colton Joint Unified School District Settlement Agreement dated December 15, 2022.


The Parties agree that the walkthrough tool will not be used for any evaluative or punitive purposes for the certificated staff. This MOU will take effect on November 1, 2023.

The District and Association agree as follows:

1. A team of ACE unit members and administrators collaboratively designed and developed a digital walkthrough tool. The tool was reviewed and revised based on the Department of Justice's feedback. As required by the Department of Justice, the tool will be used to provide feedback to teachers and collect data on the implementation of Designated & Integrated ELD teaching strategies.
 - a. Administrators will participate in a calibration period through October. During this time period, teachers will not receive direct feedback from the administrators.
 - b. After the calibration period, following each observation, teachers will receive an email with feedback from the observer on the effectiveness of ELD strategies. Section 12 of the settlement agreement states: 12. The District shall develop a classroom observation teacher feedback tool and walk-through protocols for use by administrators and any other staff tasked with monitoring and evaluating teachers in all schools to evaluate teachers' implementation of Designated ELD and Integrated ELD teaching strategies.
2. The walkthrough data collection will be housed on an online platform. The purpose of the walkthrough observations is to collect the data to provide feedback for the teachers and to meet the Settlement requirements as described in #3.
3. Districtwide data from the walkthrough tool will be collected by Language Support Services (LSS) for use in reporting results to the Department of Justice and for review with school site administrators. In addition, LSS will use the data to provide feedback on programmatic decisions and professional learning options.
4. The frequency of the walkthroughs will be twice a month to assure the implementation of Designated ELD and Integrated ELD teaching strategies. EL data from 2017 to 2022 on CAASPP show the gap between our EL students and overall numbers increasing each year from 17.1 in 2017 to 29.1 in 2022.
5. This MOU is unique unto its own circumstances and shall in no way set a precedent for the future, and furthermore, no party hereto shall cite this MOU or its terms as past practice for any purpose in the future.
6. This MOU does not supersede Article 10 Evaluation Procedures for evaluating probationary/temporary and permanent certificated employees.


7. The District and ACE agree to meet and review this MOU upon request of either the District or ACE.

5. This MOU will expire on June 30, 2026.



Cristina Puraci, ACE President

8/31/2023
Date



Brandon Dade,
CJUSD Assistant Superintendent,
Human Resources

8/31/23
Date