

- REVISED -

**Memorandum of Understanding
between
Cupertino Union School District (CUSD)
and
Cupertino Education Association (CEA)**

Purpose

This Memorandum of Understanding (MOU) addresses the evaluation process for CEA members for the 2020-2021 and 2021-2022 school years, as well as the status of evaluations for 2019-2020 school year. The District and the Association recognize the need to modify the prescribed timeline and process due to the uncertainty of reopening schools format teaching forum. This MOU will be in effect August 13, 2020 until the end of the 2020-2021 school year. If any of the phases of remote learning due to COVID-19 continue in the 2021-22 school year, both parties agree to renegotiate to extend this agreement.

Agreement

The District and the Association continue to recognize the importance of implementing a program of staff evaluation in accordance with state law for the purpose of promoting professional growth and improving services to students to the end that student performance may be improved and the mission of the District and the Strategic Plan may be realized. Both parties also agree that professional growth during the phases of remote learning is dependent upon access to appropriate remote learning professional development. Since 2020-21 evaluations may be completed during different distance learning phases throughout the school year, CUSD and CEA have an additional MOU that defines the District's remote learning professional development program that shall be made available to all association members to ensure they have access to this essential aspect of professional growth needed to be proficient and successful as a educator and in their evaluation this year.

9.6 Evaluation Cycle: (See chart below)

For the 2019-2020 school year the evaluation cycle shall be completed as follows:

1. Outstanding evaluations from 2019-2020 that were interrupted will be considered completed and the employee shall move to the next step of the evaluation cycle

excluding members who are continuing on an improvement plan for the 2020-2021 school year.

For the 2020-2021 school year the evaluation cycle shall be implemented as follows:

1. All unit members who are on schedule for a Formal “Full” evaluation for the 2020-21 school year, shall instead be placed on an Alternative year evaluation which consists of goal setting and an informal observation.
2. All unit members who are scheduled for an Alternative year evaluation for the 2002-21 school year, shall instead be placed on a Skip year evaluation which consists of goal update/revision.
3. All unit members who are scheduled for a Skip year evaluation shall not be evaluated during the 2020-21 school year. Unit members not being evaluated may still be provided a support plan for identified deficiencies and problem areas as described in Article 9.9.1.
4. All unit members who are Probationary I, Probationary II, and Temporary employees, shall continue to be evaluated as outlined by current contract language and timeline.
5. All evaluations include a variety of synchronous and asynchronous instructional methods, follow-up communication, or assessments; such as, but not limited to, independent student assignments (before and/or after video meetings), video meetings, or student work evaluation.
6. An evaluation will not be made solely on an observation of a video meeting. All parties need to be aware that strategies to meet the CA Standards for the Teaching Profession (CSTP) will look different through distance learning; teachers shall have the opportunity to describe how the CSTP are met outside of the formal observation.

For the 2021-2022 school year, the evaluation cycle will be implemented as follows:

1. All unit members, except for those who will become newly tenured for 2021-2022, will be placed on the evaluation cycle that they were originally scheduled for the 2020-21 school year.
2. Unit members who will become newly tenured in 2021-2022 will be placed on the “Alternative Year Evaluation” cycle.

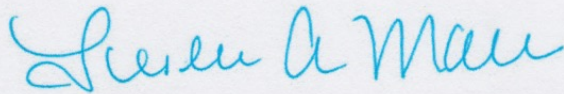
This adjusted evaluation cycle shall continue as set forth in the contract for the ensuing contract years.

The adjusted evaluation cycle does not preclude an administrator from providing a unit member a support plan once deficiencies and problem areas have been identified. The process and timeline for such a support plan shall be in accordance to contract language.

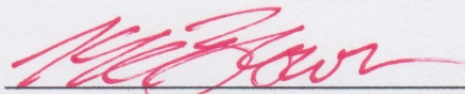
All other provisions outlined in Article 9 Evaluations shall continue as prescribed in the agreed upon bargained contract.

Current Evaluation cycle for 2020-2021	Modified Evaluation cycle For 2020-2021	Modified Evaluation Cycle for 2021-2022
Formal "Full" Evaluation	Alternative Year Evaluation	Formal "Full" Evaluation
Alternative Year Evaluation	Skip Year Evaluation	Alternative Year Evaluation
Skip Year Evaluation	No evaluation	Skip Year Evaluation

Signed,



Cupertino Union School District



Cupertino Education Association

October 6, 2020

Date

10/21/2020

Date