

**MEMORANDUM OF UNDERSTANDING
BETWEEN CUPERTINO UNION SCHOOL DISTRICT
AND CUPERTINO EDUCATION ASSOCIATION**

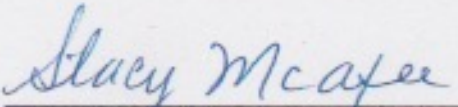
Distance Learning Related to Coronavirus-19/COVID-19 (COVID-19)

The Cupertino Union School District ("CUSD") and the Cupertino Education Association ("CEA") enter this Memorandum of Understanding ("MOU") regarding distance learning. During this unprecedented time of school closure CEA and CUSD agree it is important to implement distance learning to bridge the loss of instructional time. To ensure a consistent, meaningful educational experience for students and to provide age appropriate, engaging resources CEA and CUSD agree to the following:

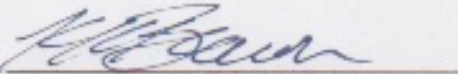
1. Teachers will be allowed flexibility to utilize district approved online educational platforms of their choice (for example, google classroom, seesaw) which have data privacy agreements to deliver educational opportunities.
2. CUSD shall provide teachers two days to work either individually or collaboratively by grade level or discipline to begin compiling online lessons.
3. Teachers will post their lessons either daily by 9:00 am or weekly by 9:00 am each Monday. Teachers shall post a daily greeting to students to focus on connections. Teachers will have a choice as to the method of connecting. (i.e. Video, email, hangout), but will have a mix of synchronous and asynchronous engagement weekly.
4. Lesson plans will be provided in a manner which generally follows a typical school day schedule, while also allowing families to catch up and "turn in" work and allowing teachers time to prepare lessons and review student work.
5. Teacher lesson plans may be shared in a collaborative environment and teachers will maintain professional standards when utilizing other teachers' work.
6. Teachers will provide opportunities for student-teacher and parent-teacher contact. Teachers will have a choice as to the method of such interaction (i.e. email, video, google meet).
7. Teachers shall not be evaluated upon their performance in providing distance learning. Rather, teachers shall be held to the same standards of professionalism they have always aspired to meet and which applied prior to school closure.

8. The District and Association acknowledge that the circumstances regarding the impact of coronavirus on schools are rapidly changing. With that understanding, the parties agree to negotiate any presently unanticipated additional impact and, as necessary, to renegotiate any provision included herein pertaining to school closures in the 2019-20 school year.
9. The parties share joint interests in keeping communication open and working collaboratively for the benefit of students, staff and the District community as events continue to unfold during the coronavirus outbreak.
10. This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

CEA and CUSD agree that the intent of distance learning is not to have teachers and students in front of screens all day, nor will it provide the same pace and scope of curriculum that occurs during a normal school day. Teachers and principals will work together to monitor how distance learning is supporting students and families, and make adjustments, as needed. We also acknowledge that traditional grades will not be given and the final mark for classes will be based upon participation and work completed.


Cupertino Union School District

April 1, 2020
Date


Cupertino Education Association

4/1/20
Date