

## Alternative Evaluations Addendum to the STA-SUSD Fall 2020 Distance Learning MOU of July 28, 2020 (all effectual dates, limitations & expiration to parallel that MOU)

*Item 14 as it reads in the original MOU:*

*14. The parties agree to postpone the fall dates of evaluation timelines by 30 calendar days, with exact calendar dates to be identified between the Association and District to be announced as soon as possible.*

**Item 14 to now read as follows:**

---

### Alternative Evaluations

14. The parties agree to postpone the fall dates of evaluation timelines by 30 calendar days, with exact calendar dates to be identified between the Association and District to be announced as soon as possible.
- a. Effective for the 2020 Distance Learning MOU (2020-2021 school year), STA and SUSD agree to use an alternative evaluation specified in (b) below. This alternative evaluation shall be used instead of the contract's traditional evaluation (and shall also be considered in lieu of §3.9, except its last paragraph). However, the alternative evaluation shall not be used with any teachers in the following three instances:
- Teachers most recently evaluated as unsatisfactory
  - Teachers who do not have permanent status
  - If the teacher indicates in writing (upon being informed by the evaluator of this new alternative evaluation) a preference for the existing contractual evaluation.
- b. For the alternative evaluation, the evaluator and teacher will each select between one (1) and three (3) total sub-points from the CSTPs, rather than each choosing one (1) from all six (6) of the CSTPs. This means a total of two-to-six (2-6) total evaluated elements, rather than twelve (12). If the teacher and evaluator have already each chosen six (6) this fall, each shall reduce their selections to match the numbers above.
- At an alternative-evaluation conference, the evaluator and teacher will clarify the new evaluation process and tool, as well as discussing what they see as appropriate evidence of teacher performance for the chosen CSTP points.
    1. The evaluator chooses 1-3 CSTPs (or, if already selected, reduces 6 chosen CSTPs to 1-3) and indicates those to the teacher.

*Fabs ER*

*CA RB*

2. Teacher then chooses 1-3 CSTPs (or, if already selected, reduces 6 chosen CSTPs to 1-3) and indicates those to the evaluator.
3. Finally, teacher chooses whether to begin with an announced observation (of 5, 10, 15 or 20 minutes), or to simply go straight into unannounced observations.

For non-instructional positions, the evaluator and the teacher on special assignment choose 1-3 items from the 16 listed on the non-instructional alternative evaluation form (rather than from the CSTPs).

This conference shall occur within the following timelines:

1. For teachers whose evaluator has already conducted a pre-conference under the traditional evaluation, this conference shall be conducted on or before Friday, November 20, 2020. This date also applies for conducting the conference with non-instructional teachers.
2. For teachers whose evaluator has not already conducted a pre-conference under the traditional evaluation, this replaces the traditional pre-observation conference and shall be conducted within the traditional contractual timeline.

This provision itself does not extend the timeframe for informing teachers they are being evaluated this year.

- Other than as specified above, the alternative evaluation's timelines (such as teacher opportunity to attach response material to observations and forms) shall mirror the traditional final evaluation timelines in light of existing contract and MOU specifications. Post-observation conferences are waived. Instead, post-observation feedback (which, to qualify as valid input and a valid observation, must include evidence that the evaluator observed regarding the 2-6 selected CSTP items) shall be provided by the evaluator within three (3) working days, including an invitation for the teacher to respond with clarification and other input. Subsequent observations must not be conducted until at least three (3) working days after post-observation feedback was provided in writing by the evaluator.
- Observations can be as short as 5 minutes each, but must have a cumulative minimum of 30 minutes and a minimum of 2 observations. Any observations that have already occurred before implementation of this language shall count towards observation minutes and documented evidence for the remaining chosen CSTPs. Evaluator note-taking for observations is reduced to only include evidence regarding the 2-6 chosen CSTPs and any accompanying commendations and recommendations.

*Fabs Ek*

*GA*

*RB*

- The evaluator may conduct follow-up conferences with the teacher for input, improvement plans, overall supportive coaching, and/or suggestions as to what pathways may assist the teacher in attaining their performance goals further.
- The evaluator has the option to additionally have the teacher be evaluated the following year under the traditional evaluation tool. This shall only be selected for employees receiving a final evaluation of 'Needs Improvement' and only when the evaluator additionally has heightened concerns about teacher performance suggesting a need for a high level of ongoing support. This rating will not be considered an Unsatisfactory under the traditional evaluation system or carry contractual or personnel-file consequences related to receiving an Unsatisfactory rating (e.g. ability to transfer, PAR placement, etc.). This stipulation is only considered an indicator of unsatisfactory performance in light of California Ed Code's references to unsatisfactory performance.
- Forms regarding the final alternative evaluation are attached and included with this Agreement. "Evidence considered" to corroborate ratings must consist of input previously communicated between with the evaluator and teacher via post-observation feedback exchange.

This addendum's scope, context, duration, expiration, and limitations are identical to that of the Distance Learning MOU that this addendum expands upon, as shown below:

*All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This MOU is being entered solely under the context and circumstances of the COVID-19 epidemic, sets no precedents, and shall only be extended or modified by mutual written agreement. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19.*

For the Association:

JAB-Perez 10 / 30 / 2020

Eucalichal 11 / 02 / 2020

For the District:

[Signature] 11 / 02 / 2020

Brian Biedermann 11 / 02 / 2020