

**Memorandum of Understanding  
between  
Cupertino Union School District  
and the  
Cupertino Education Association**

In recognition of ongoing concerns at West Valley Elementary School, the Cupertino Union School District, hereby referred to as the "District" and the Cupertino Education Association, hereby referred to as the "Association," seek to have a certificated staff transfer process that is transparent, fair and consistent with the parties' Agreement, Article 6: Reassignment and Transfers.

1. As defined in Article 6: Section 5.1, the Superintendent or designee shall initiate transfers of unit members based on the legitimate, educationally-related needs of the District, and the standard set forth in Article 6: Section 4.5 listed in its entirety below.
  - a. (6.4.5) In order to maintain a high quality instructional program, to ensure effective performance, and to promote satisfactory personnel relations, the training, major and minor fields of study, credentials, experience, competencies, length of service to the District, past evaluations, personality, and attitude of each potential transferee shall be considered. Where practicable, advice and counsel of the appropriate faculty personnel and/or departments shall be sought in the selection of such transferees.
2. West Valley unit members shall have the right to submit a written request to the Human Resources Department indicating up to three (3) preferences for school and/or grade level assignment, but final assignments shall be made by the Superintendent or her designee. In the event there is a need for a tie-breaker between two unit members, as determined by the Superintendent/designee, the District shall use the list of criteria set forth in Article 6, Section 6.3.4.1 subsection "a" through "e."
3. With the exception of itinerant certificated staff (e.g., special education resource specialists, speech language pathologists, psychologists, nurses and grades 4-5 physical education and music teachers), all certificated staff at West Valley shall be transferred to other District sites/locations commencing with the 2015-16 school year. The parties agree that such transfers are based on the standards set forth above in paragraph 1 and in accord with Article 6: Section 5, et seq.
4. West Valley unit members shall not be subject to an administrative transfer for two (2) years as provided under Article 6: Section 5.4.
5. The District and Association recognize that the transfers of the West Valley unit members are not for punitive reasons.
6. At the end of the transfer process, the Association shall be provided with a placement list indicating where West Valley unit members have been transferred.
7. Recognizing the unique circumstances that have arisen at West Valley Elementary, this shall not be used as a precedent setting action for school sites in any situations that may occur in the future.

  
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District Representative

6-17-15

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Date

  
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CEA President

6-17-15

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Date