

MEMORANDUM OF UNDERSTANDING BETWEEN
LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT AND
DISTRICT TEACHERS ASSOCIATION

Initiation of Phases 3A and 3B Reopening Plan

This Memorandum of Understanding (MOU) addresses the parties' agreed upon criteria and resulting timelines for initiating Phases 3A and 3B of the LGSUHSD Reopening Plan ("Plan"). Nothing in this MOU applies to implementation of any other phase of the Plan.

Initiation of Phase 3A

- A. Pursuant to the parties' MOU of January 26, Phase 3A of the Plan shall be initiated if all of the following criteria are met (this MOU is provided directly below):
1. Conditions for Return: Staff will return to campuses to implement Phase 3A of the Plan when either of the following events occur, whichever comes first:
 - a. If Santa Clara County is in the Red Tier, all staff have had the opportunity (eligibility and access) to be vaccinated at the recommended dosage; or
 - b. If Santa Clara County is in the Orange Tier, irrespective of the extent to which staff have had the opportunity to be vaccinated.
 2. Prior Notice: Staff will be provided at least two (2) weeks' notice to prepare for the return to campuses under Phase 3A of the Plan. Asynchronous instruction shall occur on the two Wednesdays within this period, after the staff advisory/attendance period.
 3. Communication: Not later than three (3) work days prior to the two (2) weeks' notice period in section 2 above, the District and DTA representatives will meet to review the most recent Santa Clara County COVID-related data and, based thereon, the District may elect to reset the return to campus to a later date.
 4. Unit Member Testing: As of the date of a return to campus to implement Phase 3A of the Plan, the District shall have attained the capacity to provide COVID-19 surveillance testing to unit members at the following intervals:
 - a. If Santa Clara County is in the Red or Orange Tier, every two (2) weeks.
 - b. If Santa Clara County is in the Yellow or lesser Tiers, according to Santa Clara County Health Department guidelines.
- This MOU shall not apply if any Phase of the Plan other than 3A is implemented and, in any event, shall expire automatically on June 30, 2021.
- B. Phase 3A shall be initiated on March 24, 2021 under either criteria in section A.1 above. If in the Orange Tier, all certificated staff will return except for those approved by the human resources department through the interactive process. If in the Red Tier, all certificated staff members who have been fully vaccinated and any certificated staff members who are ready to do so, shall return to campus. Any staff members who have not yet been able to access both doses of their vaccine or who have been approved by the human resources department may remain teaching/working remotely in Phase 3A. Unit members who are remaining remote in Phase 3A will not be required to use sick leave in order to continue with remote teaching.
- C. Unit members who have worked with the Human Resources Department regarding an approved accommodation for circumstances which prevent them from returning to campus in Phase 3A will be accommodated which may include providing instruction remotely to their classes with a certificated or classified employee present physically.

Initiation of Phase 3B (Full Hybrid with Concurrent Instruction via Live Simulcast)

The parties agree to initiate Phase 3B on April 12, 2021 according to the following conditions

- A. Unit members who have worked with the Human Resources Department regarding approved accommodation for circumstances which prevent them from returning to campus in Phase 3B will be accommodated which may include providing instruction remotely to their classes with a certificated or classified employee present physically.
- B. Unit members may work remotely on Wednesdays but will continue to provide an advisory period on such days.
- C. All previously agreed upon safety protocols and any updated requirements or guidelines issued by CDPH or SCDPH shall continue to be followed.
- D. Extension of FFCRA Leave Benefits: The Families First Coronavirus Response Act provided employee paid leave rights through December 31, 2020. This MOU provides an extension of similar benefits for unit members who, are providing in-person, on campus instruction beginning with Phase 3B These unit members may need additional paid leave days beyond December 31 due to the ongoing pandemic.
 1. A unit member qualifies for additional paid leave days if the member is unable to work (or unable to telework) due to a need for leave because the employee:
 - a. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 - b. has been advised by a health care provider to self-quarantine related to COVID-19;
 - c. is experiencing COVID-19 symptoms that prevent work or telework and is seeking a confirming medical diagnosis ;
 - d. is hospitalized due to COVID-19;
 - e. is caring for an individual as defined in the now-expired FFCRA subject to an order described in (1) or self-quarantine as described in (2);
 - f. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
 - g. is present for a vaccine appointment and/or having a vaccination reaction (up to two days total may be used for these purposes).
 2. If a unit member meets the above criteria, they will be entitled to:
 - a. Ten paid leave days (up to 75 hours) at the unit member's regular rate of pay where the member is unable to work or telework for the reasons stated in sections 2. A, B, C or D above prior to utilizing any available statutory or contractual leaves if needed.
 - b. Ten paid leave days (up to 75 hours) of paid leave at two-thirds the unit member's regular rate of pay for the reasons stated in sections 2. E and F above prior to utilizing any available statutory or contractual leave if needed.
 - c. No more than 10 paid leave days (75 hours) shall be paid to any one unit member.
 3. Where the need to use the paid leave days in section 3 above is foreseeable, a unit member should provide notice of leave to the employer as is practicable. After the

first workday of paid leave days provided in section 3 above, the District may require unit members to follow reasonable notice and medical verification procedures in order to continue receiving such paid leave days.

4. If the FFCRA is renewed or succeeding similar legislation is enacted during the term of this MOU to provide paid leave days to take leaves for the purposes described in this MOU, the paid leave days provided in this MOU shall be subsumed within the number of paid leave days provided in such legislation.

This MOU is non-precedent setting and shall expire automatically on June 4, 2021. The parties are jointly committed to continued negotiations over Phase 4 of the Reopening Plan.

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3/8/21

Marcy Cooper

Chief Negotiator for the DTA
3/8/21