

**MEMORANDUM OF UNDERSTANDING BETWEEN  
LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT AND  
DISTRICT TEACHERS ASSOCIATION  
STIPENDS FOR PILOT PROGRAMS:  
Simultaneous In-Person and Remote Instruction;  
Supporting Struggling Students; and  
General Pilots  
For the 2020 Calendar Year**

This Memorandum of Understanding (MOU) addresses payment of a stipend to unit members who engage in the pilot programs listed below. In-person instructional pilot stipends will be paid to unit members who support a minimum of 6 students in person (exceptions will be made for SAI and NOVA classes).

- A. Unit members who provide in-person instruction under the established pilot structure and pilot simultaneous in-person and remote instruction (hereafter referred to as ("concurrent instruction").
- B. Unit members who provide in-person support to struggling students (i.e. those who are receiving or at risk of receiving D and F grades).
- C. Unit members who provide in-person instructional pilot programs that do not fall into category A or B above.

**A. Unit members who provide in-person instruction under the established pilot structure and pilot simultaneous in-person and remote instruction (hereafter referred to as ("concurrent instruction").**

- 1. The District and Association share an interest in piloting concurrent instruction to help inform them regarding the design of a hybrid model in Phase 3 of a return to in-person learning.
- 2. Unit members who are already piloting in-person instruction, and those who are approved and agree to commence doing so on November 9, 2020, shall receive a stipend of \$1750 if they meet the conditions in number 3 below.
- 3. Unit members shall provide concurrent instruction at least twice per week for one instructional period on days that period meets beginning November 9 and continuing through and including December 17, 2020.
  - a. A unit member as defined in paragraph 2 above may commence an approved in-person pilot subsequent to November 9, in which case they shall receive an appropriate portion of the stipend provided in this section A of this MOU.
  - b. Absent exigent circumstances, a unit member shall participate in the pilot through and including December 17, 2020. If such circumstances compel ending the pilot before this date, the unit shall receive an appropriate portion of the stipend provided in this MOU for the time they engaged in the pilot.
  - c. Unit members shall collaborate with their supervisors to document in some agreed upon manner the efficacy, advantages and difficulties, if any, of providing concurrent instruction so that such information can be used by the parties to inform the design of a hybrid model in Phase 3 of a return to in-person learning.
- 4. This stipend is in recognition of unit members implementing curriculum and instruction in a manner that is substantively different from past practice, especially insofar as it requires delivering instruction simultaneously to students who are physically present and students who are remote.

**B. Unit members who provide in-person support to struggling students (i.e. those who are receiving or at risk of receiving D and F grades).**

1. The District and Association share an interest in piloting instructional programs which provide in-person support to struggling students (i.e. those who are receiving or at risk of receiving D and F grades). This would include support for students who are not part of a teacher's regular class roster.
2. Unit members who are approved and agree to commence these in-person support pilots on November 9, 2020, shall receive a stipend of \$1250 if they meet the conditions in number 3 below.
3. Unit members shall provide in-person instructional support classes on Wednesdays to struggling students for at least 150 minutes per week beginning November 9 and continuing through and including December 17, 2020.
  - a. A unit member as defined in paragraph 2 above may commence an approved pilot subsequent to November 9, in which case they shall receive an appropriate portion of the stipend provided in this section B of this MOU.
  - b. Absent exigent circumstances, a unit member shall participate in the pilot through and including December 17, 2020. If such circumstances compel ending the pilot before this date, the unit shall receive an appropriate portion of the stipend provided in this MOU for the time they engaged in the pilot.
4. This stipend is in recognition of unit members implementing curriculum and instructional support strategies in a manner that is substantively different from past practice, especially insofar as it requires providing assistance to students beyond regular class rosters and at times not normally devoted to direct instruction of students.

**C. Unit members who provide pilot programs that do not fall into category A or B above.**

1. The District and Association share an interest in piloting in-person instructional programs to students during the period of time schools have not fully resumed in-person instruction due to COVID-19.
2. Unit members who are already piloting in-person instruction, and those who are approved and agree to commence doing so on November 9, 2020, shall receive a stipend of \$750 if they meet the conditions in number 3 below.
3. Unit members shall provide in-person instructional programs to students according to an approved pilot beginning November 9 and continuing through and including December 17, 2020.
  - a. A unit member as defined in paragraph 2 above may commence an approved pilot subsequent to November 9, in which case they shall receive an appropriate portion of the stipend provided in this section C of this MOU.
  - b. Absent exigent circumstances, a unit member shall participate in the pilot through and including December 17, 2020. If such circumstances compel ending the pilot before this date, the unit shall receive an appropriate portion of the stipend provided in this MOU for the time they engaged in the pilot.
4. This stipend is in recognition of unit members implementing curriculum and instruction in person in a manner that is substantively different from past practice, especially insofar as it requires such activities in addition to the regular instructional program in effect during the period of this MOU.

This MOU is non-precedent setting and shall automatically expire by its own terms on December 17, 2020.

*Carrie Bosco 11/6/20*  
*District*

*Marcy Cooper 11/6/20*  
*DTA*

**ADDENDUM TO MOU:** Since the enactment of this MOU on 11/6/2020, COVID-19 numbers have increased, Santa Clara County has moved to the Purple Tier of COVID cases, and a stay at home order has been imposed. The parties believe these events have combined to suppress the number of students attending pilots. The District and the Association therefore agree that the minimum 6 student requirement set forth in the first introductory paragraph above is and shall be eliminated in cases where unit members invited 6 or more students to participate in a pilot but fewer than 6 subsequently attended.

December 11, 2020

December 11, 2020

*Carrie Bosco*

*Marcy Cooper*

District

DTA

**ADDENDUM TO MOU:**

The parties mutually agree to extend the Phase 2 pilot MOU for 10 weeks between January 19 and April 2nd for \$2916.70 for (A) concurrent learning for up to 20 teachers/certificated, \$2083 for support for students struggling with remote learning for up to 20 teachers/certificated (B) and \$1250 for other (C) approved pilots for up to 10 teachers/certificated. Each of these stipends shall be prorated appropriately based on the number of weeks completed.

December 16, 2020

December 16, 2020

*Carrie Bosco*

*Marcy Cooper*

District

DTA