

**MEMORANDUM OF UNDERSTANDING BETWEEN
LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT AND
DISTRICT TEACHERS ASSOCIATION
Stipend for Piloting In-Person Instruction in
Community Based Instruction (CBI)/Post-Secondary Programs
For the 2020 Calendar Year**

This Memorandum of Understanding (MOU) addresses payment of a stipend to unit members normally assigned to teach in the Community Based Instruction (CBI)/Post-Secondary Programs who volunteer to pilot in-person instruction in such assignments as set forth below during Phase 2.

1. In-person instruction pursuant to this MOU shall commence on November 9, 2020 and continue through and including December 17, 2020. A unit member as defined above may commence an in-person pilot subsequent to November 9, in which case they shall receive an appropriate portion of the stipend provided in this MOU.
2. Unit members shall provide in-person instruction under this MOU 2 days per week from 8:30 a.m. to 12:55 p.m. each day only to their designated cohort of students.
3. Supervisors shall review safety protocols and procedures with unit members who participate in this pilot with particular attention to ensuring the safety of the classroom/workplace in which the in-person teaching will occur. The following safety measures shall be enacted for this pilot:
 - a. District-provided face shields, face coverings and gloves.
 - b. Access to testing at least every 2 weeks for CBI/Post Secondary unit members.
 - c. A requirement that all participating students wear face coverings to the maximum extent possible.
 - d. District-provided additional training on enhanced safety protocols for this pilot.
 - e. The District will confer with the SCCOE for possible additional safety measures which SCCOE is using or may recommend since they are already providing services of the kind that will be offered through this pilot (e.g. gowns, medical grade face coverings).
4. Unit members who elect to participate in this pilot for the full duration specified in paragraph 1 above shall receive a stipend of \$200 per day on which the conditions in paragraph 2 are met. Absent exigent circumstances, a unit member shall participate in the pilot through and including December 17, 2020. Therefore, full participation in this pilot would generate a total stipend of \$2400.
5. This stipend is in recognition of unit members developing and implementing curriculum and instruction in a manner that is substantively different than past practice and under challenging working conditions.
6. This MOU is non-precedent setting and shall automatically expire by its own terms on December 18, 2020.

Carrie Bosco 11/6/20
District

Marcy Cooper 11/6/20
DTA

December 11, 2020

December 11, 2020

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. These events have combined to foreclose the commencement of in-person instruction as stated in the MOU. The parties therefore agree that the December 17 and 18, 2020 duration and expiration dates of the foregoing pilot and MOU (respectively) set forth above are hereby extended to commence on a date to be determined in the second semester and continuing for a period of six weeks. This does not preclude a return to in-person instruction in whole or in part as allowed by law (including meeting negotiable obligations) during the 2020-2021 school year.

Carrie Bosco

District

December 11, 2020

Marcy Cooper

DTA

December 11, 2020