

September 21, 2020

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

**PHASE 2A: REOPENING SCHOOLS FOR THE 2020-2021 SCHOOL YEAR
FOR IN-PERSON INSTRUCTION**

The Los Gatos-Saratoga and District Teachers' Association ("Association" or "DTA") enter this Memorandum of Understanding ("MOU") regarding the negotiable impacts of transitioning to in-person forms of instruction in a COVID-19 environment. "In-person forms of instruction" is defined to include but not be limited to hybrid models, small group instruction, and a return of all students by school, grade level or District-wide for the 2020-2021 school year.

This MOU will focus on "Phase 2A:" the return to our district campuses for a voluntary pilot group of teachers/classes.

The District and Association will follow federal and state Declarations of Emergency, and applicable Executive Orders from the Governor. The District will continue to follow the "COVID-19 : Schools and School-Based Programs" issued by the Governor, Cal/OSHA and the California Department of Public Health ("CDPH") on July 17, 2020 (updated on August 3, 2020), the Guidance Related to Cohorts ("Cohort Guidance") issued by the California Department of Public Health on August 25, 2020 (updated on September 4, 2020), and Santa Clara County Department of Public Health (DPH) guidance, directives, resolutions, orders ("County Orders"), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU.

In preparation for the 2020-2021 school year, the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations contained in the and County Orders to prevent illness and contain the spread of the virus.

The District and Association share a joint goal to fully implement Senate Bill 98 (Education Code section 43500 et seq.) by offering in-person instruction to the greatest extent possible as conditions become safe for students and staff. The District will offer distance learning until an in-person instruction model (whether for all students or groups of students) is safe according to Cohort Guidance and County Orders.

The parties affirm the memorandum of understanding previously negotiated and executed by the parties on August 13, 2020. This memorandum is incorporated herein by reference insofar as it applies to a return to in-person instruction.

I. Implementation of In-Person Instruction: Students will return to in-person instruction on a pilot basis in order to inform future implementation of our phased approach for reopening.

II. Phase 2A Pilot: Small Cohort Specialized and/or Support Services

A. The parties acknowledge the District is providing specialized and/or support services to designated student groups on a pilot basis and based on staff volunteers. For initial implementation of Phase 2A there will be up to 3-5 piloting instructional activities that involve unit members per site. Expansion will be discussed by the mutual parties prior to implementation.

B. Based on staff volunteers, students with disabilities shall be prioritized by the District for receiving specialized and/or support services. In addition, English learners, students at higher risk of further learning loss or not participating in distance learning, students at risk of abuse or neglect, foster youth and students experiencing homelessness shall also be prioritized.

C. Cohort Size - According to the Cohort Guidance:

1. Cohorts must be limited to no more than 14 students and no more than two supervising adults, or a configuration of no more than 16 individuals in total (students or adults) in the cohort.

2. Cohorts can be divided, as needed, into subgroups of students and students from the same cohort, as long as the 14-to-2 ratio is not exceeded.

3. The maximum cohort size applies to all students in the cohort, even when all students are not participating at the same time.

4. Staff and student participation is limited to one cohort- of any type- during Phase 2A.

III. In Person Safety Provisions: The parties affirm continued enforcement in an in-person learning environment of safety conditions set forth in the previous memorandum of understanding (signed and dated on August 13, 2020). The District shall provide and maintain safe working conditions for employees to perform their duties.

A. Health Screening:

1. Students and staff will participate in health screening consistent with guidance from the Santa Clara County Public Health orders. All employees agree to follow all district protocols and procedures pertaining to daily onsite health screenings. All staff and students should stay home if COVID-19 symptoms are present within the last 24 hours.
 - a. Staff must complete a daily health questionnaire, including certification that their temperature was taken (QR code available).
 - b. During the Phase 2A pilot, the supervising staff member will track student attendance and facilitate health screening of participating students. Screening questions will be provided to

the supervising staff member. The screening will not require staff to take a student's temperature.

2. The District will exclude any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms). Staff working with students should discuss with the parent or caregiver and refer to the student's health history form or emergency card to identify whether the student has a history of allergies, which would not be a reason to exclude. If a student or staff member is symptomatic while entering campus or during the school day they should be separated from others immediately, and preferably isolated in an area through which others do not enter or pass until they can be transported home or to a healthcare facility.
3. Staff and students who exhibit any symptoms consistent with COVID-19 or who have had close contact with a person who has tested positive for COVID-19 as defined by County Orders shall notify their supervisor or teacher, stay home or, if on a school site be sent home or to a medical facility. The unit member may continue to work remotely if they are able, as determined through consultation with their supervisor.
4. Upon notification that an employee has received a confirmed positive test for COVID-19, the District shall follow the "Immediate Actions" steps pursuant to guidance from the Santa Clara County Office of Education Pandemic Recovery Framework. (September 15, 2020 p. 40-46).

B. Cleaning:

1. Provide necessary supplies (such as soap and water, disposable towels or tissues, and/or hand sanitizer) for preventive sanitation measures in every work space. Maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance. The District shall establish and maintain routine "deep-cleaning" schedule in accordance with State guidelines and orders. "Deep-cleaning schedule" is defined as a plan for keeping school facilities at a high level of cleanliness, particularly sanitizing high-touch surfaces.
 - a. Classrooms utilized in Phase 2A will be disinfected once per day. High touch surfaces in common areas will be disinfected multiple times per day. Custodians will leave a completed checklist in the classroom.
 - b. Extra cleaning supplies will be provided for use in the classroom. Staff utilizing disinfectants must complete the online training for "integrated pesticide management."

C. Hand Washing Requirements:

1. The District will follow SCCPHD requirements related to frequently reminding individuals to wash their hands or use medically effective hand sanitizer
2. The District will provide adequate handwashing locations and sanitizers including adequate break time for employees to wash hands.
3. The District will provide hand washing soap or medically effective hand sanitizer in all classrooms, workspaces and common spaces.
4. The District shall ensure that all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff are on campus.

D. Face Masks Requirements

1. Face coverings are required to be worn properly at all times by all individuals on a school worksite, outdoors or indoors, subject to the most current County Orders. An exception would be when eating or drinking during designated break times.
2. Any face covering with valves- including N-95 masks with valves will not be permitted uncovered.
3. If an individual does not comply with the face covering requirement, he or she will be provided a face covering by the supervising staff, and if he/she refuses, he/she should be referred to an administrator.

E. Personal Protective Equipment ("PPE")

1. The District shall provide PPE (disposable or reusable face masks) to all unit members and students for every day that unit members are required to report to school sites.
2. In-lieu of using District-provided PPE, unit members may, but shall not be required to, bring their own PPE so long as the PPE complies with public health guidelines and provides at least equivalent protection to the PPE provided by the District. No unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.
3. Plexiglass barriers are available and will be provided for staff upon request.

F. Physical Distancing: Develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes:

1. The distance between teacher/staff desks and student desks shall be at least six feet. In addition, students shall be assigned stable seating arrangements to ensure that close contacts within classrooms are minimized and easily identifiable.
2. Using the social distancing protocol requirements of the Santa Clara County Public Health Department.
3. Avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and bathrooms.

4. Avoiding the direction of grouping staff together for training or staff development. Virtual training and distancing measures shall be employed.
5. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.
6. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces to the extent possible. In instances where physical barriers need to be added or adjusted, employees will communicate the need with their site principal, administrator, or designee.
7. Where possible, after determination of how many students will be on campus and where they will be placed physically, all individuals will be assigned an ingress and egress point for use when coming to a classroom/space for in-person learning.
8. Students will use designated restrooms and they will be unlocked and available during the pilot times.

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this MOU or the previous memorandum of understanding shall remain in full effect.

This MOU is a non-precedent setting document. This MOU resolves the negotiable effects of implementing the transition to and implementation of in-person instructional models due to COVID-19 for the 2020-2021 school year. The District and/or Association reserve the right to negotiate any additional negotiable impacts not already covered by the Collective Bargaining Agreement or this MOU or the previous memorandum of understanding of August 13, 2020 related to COVID-19.

This MOU shall be effective upon signature by both parties. This MOU will expire in full without precedent on June 30, 2021 (unless extended by mutual agreement), or until County orders permit in-person instruction without the conditions set forth above, whichever occurs first.

Marcy Cooper 9/21/20

(signed for DTA) (date)

Carrie Bosco 9/21/20

(signed for District) (date)

OCTOBER 6, 2020- ADDENDUM

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

**ADDENDUM: PHASE 2A: REOPENING SCHOOLS FOR THE 2020-2021
SCHOOL YEAR
FOR IN-PERSON INSTRUCTION**

This addendum shall replace Phase 2A Pilot: Small Cohort Specialized and/or Support Services Section II.C.4.

9/21/20: 4. ~~Staff and student participation is limited to one cohort of any type during Phase 2A.~~

10/6/20: 4. Staff and student participation is limited to two cohorts (one academic and one extra curricular) during Phase 2A.

Marcy Cooper 10/06/20

(signed for DTA) (date)

Carrie Bosco 10/06/20

(signed for District) (date)