

**MEMORANDUM OF UNDERSTANDING  
BETWEEN DISTRICT TEACHERS ASSOCIATION  
AND LOS GATOS SARATOGA UNION HIGH SCHOOL DISTRICT  
ADDRESSING TEACHING LOAD BEYOND 1.0 FTE**

The Los Gatos-Saratoga Union High School District ("District") and District Teachers' Association ("Association" or "DTA") enter this Memorandum of Understanding ("MOU") regarding the assignment of courses beyond 1.0 FTE.

The District may offer a unit member an opportunity to teach 1.2 FTE assignment on the following basis:

1. The parties share a mutual goal of staffing flexibility and supporting teachers and students, by offering certificated teachers the opportunity to teach in their credentialed area beyond their 1.0 FTE up to a 1.2 FTE teaching load only, for full compensation of said load.
2. The District will attempt to secure a qualified certificated teacher prior to considering a 1.2 FTE assignment. Open assignments will be posted externally and internally and the District will prioritize filling the position with qualified, part-time certificated staff or external candidates prior to considering a 1.2 FTE assignment.
3. Unit members will not be asked to accept a 1.2 FTE assignment unless the District's recruitment effort yields no credentialed and qualified part-time staff or external candidates for the position. If the need for a 1.2 FTE assignment arises after the beginning of the instructional year, no external recruitment is required.
4. 1.2 FTE positions should not be part of the normal scheduling at the site. The number of 1.2 FTE assignments at the site in a semester will not exceed three (3) unless extenuating circumstances exist. In such cases, the site principal will provide an explanation of the need for additional 1.2 FTE assignments to the DTA President.
5. The 1.2 FTE assignment shall be considered temporary and shall be made on a semester-by-semester basis with no automatic continuation from one semester to the next.
6. Any unit member who accepts a 1.2 FTE assignment shall be paid twenty percent (20%) of the unit member's per diem rate of pay. This is an "extra duty"

assignment which does not qualify for STRS service credit under the defined benefit plan as provided by law and STRS Regulations. Credit may be available under the STRS Supplemental Plan.

7. The site principal shall notify the DTA President and the site At-Large Director prior to notifying unit members of a 1.2 FTE assignment opening.
8. All 1.2 FTE assignments shall be voluntary according to the following process:
  - a. The site principal shall notify all site unit members by email when establishing a 1.2 FTE assignment position.
  - b. Interested unit members shall have 48 hours to notify the site principal that they wish to be considered.
  - c. Unit members will not be asked to accept a 1.2 FTE assignment until this process is complete.
  - d. If more than one qualified teacher applies for the 1.2 FTE assignment, candidates will be interviewed by the site principal.
  - e. No recruitment shall be required in the spring semester if it is a continuing class and not a new 1.2 FTE assignment opening, provided that both the unit member and the principal agree to continue with the 1.2 FTE assignment.
9. Eligibility for a 1.2 FTE assignment shall be limited to fully credentialed unit members (excluding unit members with an intern credential). Permanent teachers will have priority over probationary or temporary teachers to teach a 1.2 FTE assignment.
10. A 1.2 FTE assignment does not relieve the unit member of the normal extra-curricular supervision or professional responsibilities at the school site, including but not limited to faculty meetings, department meetings and collaboration time.
11. This additional course may either be during the unit member's preparation period or unassigned period. This additional course may not be combined with a unit member's 5 year-long courses.
12. This additional course may be during the unit member's preparation period but not during their paid release period. (eg, PACT, Department Chair or DTA president).

13. The District shall retroactively pay teachers hired to teach a 1.2 FTE assignment at twenty percent (20%) of the unit member's per diem 1.2 FTE rate of pay for the days in which they have served as a substitute in the additional section.

14. If a qualified teacher agrees to temporarily assume the teaching responsibilities for two weeks or more until a 1.2 FTE is assigned, that teacher shall be compensated at a rate of 1.2 FTE for the duration of that temporary assignment. That teacher would assume the responsibilities of lesson planning, communicating with parents/students, and grading assignments until the 1.2 FTE is assigned.

TERM: This MOU shall be in effect for the 2024-2025 school year only. Both parties agree that this MOU is non-precedent setting.

Dagmar Derickson, District

Jen Young, DTA