

**MEMORANDUM OF UNDERSTANDING BETWEEN
LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT
AND DISTRICT TEACHERS ASSOCIATION
REGARDING ELECTED UNION OFFICER RELEASE TIME
BASED ON EDUCATION CODE § 44987**

May 15, 2026

Background

Marcy Cooper has been elected to serve as President of the Los Gatos-Saratoga Union High School District Teachers Association (“DTA” or “Association”) for a period that includes the 2026-2027 school year; and

Under Education Code § 44987, the president has a right to be released from her duties as a certificated employee of the Los Gatos-Saratoga Union High School District (“District”) to conduct Association business on a leave of absence without any loss of pay or benefits; and

Under Education Code § 44987, Los Gatos-Saratoga Union High School District is entitled to reimbursement by DTA for this requested statutory leave of absence; and

Through this agreement, Marcy Cooper seeks leave time under Education Code § 44987 that is in addition to and separate from any type of union release time that is currently provided for in our current Collective Bargaining Agreement, in any other agreement, or by District practice.

Agreement

1. By mutual agreement of the District and DTA for the 2026-2027 school year, the DTA President will receive a 0.2 FTE release period to conduct DTA business through Article IV.9 of the DTA/LGSUHS Mutual Agreement of Trust. The cost of the release period is shared equally between DTA and the District.
2. Through the California Teachers Association (CTA) Release Time Grant, CTA will provide an additional 0.2 FTE release period. The cost of the additional 0.2 FTE release period will be fully paid by CTA. The additional release would bring the total DTA President release time to 0.4 FTE for the 2026-2027 school year.
3. The District will grant Marcy Cooper a paid leave of absence of 0.4 FTE, equivalent to two sections, for the 2026-2027 school year, without any loss of pay or benefits, including health and welfare benefits and employer STRS contributions.
4. DTA will comply with its obligations under Education Code § 44987 by ensuring that the District be reimbursed upon receipt of invoices submitted by the District by the end of April 2027.

5. Marcy Cooper will have the right to return to her teaching assignment at the conclusion of her service as an elected official of DTA.

6. The term of this Agreement shall only be in effect for the 2026-2027 school year.



Dagmar Derickson, District 5/15/2026 Date



Marcy Cooper, DTA May 18, 2026 Date
[Marcy Cooper \(May 18, 2026 10:38:09 PDT\)](#)