

Tentative LGUSD Comprehensive Settlement Proposal
March 21, 2019

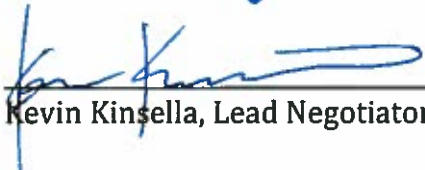
The Los Gatos Union School District proposes the following to settle and close contract negotiations with the LGETA for 2018-19 school year:

1. Salary Schedule increase of 4.25% on the salary schedule pending association ratification and board approval. This will be structured as follows
 - 3.5% retroactive, with an additional
 - 0.75% non retroactive, going forward following association ratification and board approval (see attachment #1)
 - Stipends indexed to salary schedule updated (see attachment #2)
2. Article 8. Agreement (see attachment #3)
3. MOU-Middle School Block Schedule no substantive changes (see attachment #4)



Marla R. Rodriguez, Assistant Superintendent

3/27/19
Date



Kevin Kinsella, Lead Negotiator for LGETA

3/27/19
Date

	Col. A		Col. I	Col. II	Col. III	Col. IV	Col. V	Col. VI
	Limited Grad.	30 Units*	35 Units	40 Units	45 Units	50 Units	55 Units	
Step A	62,662	66,871	66,874	66,875	67,563	69,197	70,832	Step A
Step B	63,382	66,874	66,875	66,876	68,316	69,961	71,605	Step B
Step C	64,326	66,875	66,876	67,635	69,292	70,946	72,599	Step C
Step D	65,317	66,876	66,984	68,650	70,313	71,979	73,645	Step D
Step E	70,356	70,357	72,030	73,706	75,383	77,058	78,732	Step E
Step F	71,942	71,943	73,631	75,315	77,000	78,688	80,373	Step F
Step G	73,787	73,789	75,484	77,181	78,876	80,573	82,270	Step G
Step H	76,567	76,570	78,276	79,984	81,688	83,396	85,101	Step H
Step I	79,911	79,914	81,530	83,346	85,064	86,780	88,495	Step I
Step J	84,996	84,997	86,727	88,451	90,178	91,906	93,634	Step J
Step K	88,758	88,761	90,499	92,235	93,975	95,709	97,447	Step K
	Col. VII	Col. VIII	Col. IX	Col. X	Col. XI	Col. XII	Col. XIII	
	60 Units	65 Units	70 Units	75 Units	80 Units	85 Units	90 Units	
Step A	72,467	74,100	75,734	77,371	79,005	80,641	82,273	Step A
Step B	73,250	74,894	76,537	78,181	79,830	81,473	83,119	Step B
Step C	74,255	75,911	77,564	79,219	80,876	82,532	84,185	Step C
Step D	75,309	76,976	78,639	80,305	81,969	83,637	85,302	Step D
Step E	80,410	82,083	83,759	85,435	87,111	88,786	90,461	Step E
Step F	82,059	83,746	85,429	87,117	88,802	90,488	92,175	Step F
Step G	83,964	85,660	87,356	89,051	90,749	92,445	94,141	Step G
Step H	86,809	88,515	90,222	91,927	93,635	95,343	97,046	Step H
Step I	90,213	91,929	93,644	95,363	97,078	98,797	100,511	Step I
Step J	95,357	97,084	98,811	100,539	102,266	103,993	105,720	Step J
Step K	99,186	100,921	102,659	104,396	106,132	107,872	109,605	Step K
Step L	100,922	102,658	104,397	106,133	107,870	109,606	111,345	Step L
Step M	102,659	104,396	106,134	107,872	109,605	111,346	113,081	Step M
Step N	104,397	106,133	107,874	109,606	111,345	113,082	114,819	Step N
Step O	106,134	107,872	109,608	111,346	113,081	114,820	116,557	Step O
Step P	107,874	109,606	111,347	113,082	114,819	116,557	118,297	Step P
Step Q	109,608	111,346	113,083	114,820	116,556	118,297	120,032	Step Q

Certificated work year is 184 days and includes 2 staff development days

Units are semester units (1 quarter unit = 2/3 semester unit)

*Teachers who have earned a credential without 30 graduate units must complete the 30 units for Column I plus 5 units prior to moving to Column II (35 units)

An annual stipend of \$2,000 will be paid in monthly installments for each National Board Certification, MA/MS or EDD/PhD, up to a maximum of two; Department Chair Stipend is \$2,246; Teacher hourly \$61.67

District Service Credit Increments (Steps L-Q)

Advancement to Step L requires no less than 60 units and 5 years of service credit in the District; Advancement between Steps L-Q requires 3 years of service on each step

Appendix B: Stipends (Attachment #2)

Los Gatos Union School District

District Stipends

Position	Stipend
CIA Taskforce <i>Teachers fulfill 42 hours of after school meetings and 18 hours of lead, support and facilitation duties</i>	\$50/Hourly not to exceed \$3000
CIA Taskforce (Middle School) <i>Teachers fulfill 24 hours of after school meetings and 18 hours of lead, support and facilitation duties</i>	\$51.29/Hourly not to exceed \$2154
Department Heads (Middle School)	\$2246 (Indexed to Salary Schedule)
Director of Student Activities (Middle School)	\$2246 (Indexed to Salary Schedule)
EL Teacher (Middle School)	\$2246 (Indexed to Salary Schedule)
Grade Level Coordinator (Middle School Grade Level Events) <i>Stipend divided among participants</i>	\$2246 (Indexed to Salary Schedule)
Involuntary Classroom Physical Moves	\$200 per relocation
Masters, Doctorate, National Board Certification (Up to a Maximum of two)	\$2000
Music Teachers (Middle School)	\$2000/per teacher up to a maximum of 3 teachers
Science Camp (Elementary)	\$175/per night
Technology Action Team (TAT)	Teacher Hourly (for attendance at meetings)

Site Level Stipends

Position	Stipend
Camp Trojan (Middle School)	Teacher Hourly
Curriculum for Digital Learning (Middle School)	\$3300
Leadership Coordinator (Middle School)	\$2246 (indexed to the salary schedule)
Site Technology Action Team (Middle School)	\$2246 (indexed to the salary schedule)
TNT (Middle School)	Teacher Hourly

All stipends prorated based on FTE

Revised 04/26/19

Attachment 3

Article 8. Class Size

- 8.1 The District will survey each school community to make enrollment projections in February of each year for the following year. The District will update this information regularly and communicate it to the immediate supervisor of each school to facilitate on-site planning. The immediate supervisor shall communicate the enrollment projection he/she receives to the appropriate school staff by June 1 of each year.
- 8.2 Students in Special Day Classes who are "mainstreamed" into regular TK-8 classrooms for part of a school day, and who cause the ratios referred to in sections 8.3.1 and 8.3.5 to be exceeded, shall cause the allocation of aide time only when the affected teacher and the principal agree that the mainstreaming is of a significant duration without adult support or nature to warrant the allocation of aide time.
- 8.3 District-wide pupil teacher ratios should be as follows:
- 8.3.1 TK/Kindergarten - Third 25
- 8.3.2 Fourth - Fifth 28
- 8.3.3 Six - Eight: Sufficient staff will be assigned at the sixth, seventh and eighth grade level so that the school's average class size shall not exceed 28. Teacher preparation periods shall not be included in these calculations.
- 8.3.4 Special Day Class teachers, elementary music teachers, nurses, librarians, and district specialists will not be utilized in the computation or application of the above class sizes.
- 8.3.5 Beginning in the 19-20 school year, for courses for middle school physical education credit (grades 6-8), the gender of both teachers and students may be mixed in order to accommodate an optimal class size of 39 or less. In the event that the optimal class size is exceeded in a PE teaching assignment, 8.6.1 of the contract will be implemented.
- 8.4 If the ratios are exceeded, the assigned teachers may submit written alternatives for consideration by the immediate supervisor.
- 8.4.1 The immediate supervisor shall discuss with appropriate staff members the alternatives which might better meet the needs of the students, the teachers, and the instructional program.
- 8.4.2 After alternative solutions to the instructional needs of the District have been explored with the affected teachers, the immediate supervisor shall determine the most appropriate action to take based on the enrollment of

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the school site, the grade level, the content of the courses, methodology of instruction, the learning abilities of the students, the needs of the teachers, the needs of the students, and the financial ability of the District to pay.

8.5 Ratios shall not be maintained by assigning children of the same family to different schools.

8.6 If an individual TK-5 class, exceeds the class size ratio by two or more students and the unit member has been unable to resolve the situation satisfactorily with the principal, the unit member may appeal the problem to the Superintendent in an effort to resolve the matter, or may make a request to the Superintendent and receive instructional aide time of six (6) hours per week for the first multiple of two students exceeding the ratio, and three (3) hours per week for each subsequent multiple of two (2) students, up to a maximum of twelve (12) hours of aide time per week per teacher.

Allocation of aide time will be determined by the site administrator, based on the availability of instructional aides. Aides cannot be assigned to classrooms until normal employment procedures have transpired, but aides will be authorized to "make up" the hours accrued between the time a class qualifies for additional aide hours and the aide's employment date. The scheduling of such hours will be mutually determined by the affected teacher and the school principal.

8.6.1 Beginning in the 19-20 school year, at the beginning of each quarter, for unit members assigned to a class for PE credit at the middle school, if the unit member's student assignment exceeds the optimal class size of 39:1 by 2 or more students in a period, the administration will work with the affected member to balance the class size within the first week of the quarter. If a resolution can not be reached, the affected unit member will receive \$1 per student per class period that is scheduled over the optimal class size of 39:1 +2 in a class period.

8.7 At the 6-8 grade level, six hours per week of instructional or clerical aide time (at the discretion of the teacher) will be made available to any teacher, except PE and music teachers, who has in excess of 150 students in their five assigned periods. Weekly aide time will be pro-rated, and rounded off to the nearest hour for teachers with less than a full time teaching assignment.

8.8 The presence of students who have an IEP or a 504 or are designated as EL students in a regular classroom shall be recognized by the building administrator in balancing teaching loads. Students identified within these special populations will be distributed equitably among teachers at each grade level within a site TK-5 and by teaching team in grades 6 - 8. -All teachers will be expected to teach students within these special populations.

8.9 When available, the following factors will also be considered as classes are built and teaching loads are determined: gender, academic levels, English Language

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designation, students with behavior concerns and those students who have a health care plan.

8.10 In the event changes to recommended class lists must be made, administrators will make reasonable efforts to consult with the teachers involved.

8.11 When a student with an IEP, 504, or health care plan is placed or included in a general education classroom, the principal or their designee, shall consult with the affected unit member within one week of the student's first day of school. Other District personnel shall be included in the consultation if deemed appropriate. At that time, they will begin to develop a plan to support the unit member(s) in meeting the needs of the student.

8.12 In the event a change in legislation, state budget and/or local revenue affects this article, both parties agree to open negotiations for the purpose of considering any adjustments to the existing language.

Tentative Agreement

Article 8. Class Size

- 8.1 The District will survey each school community to make enrollment projections in February of each year for the following year. The District will update this information regularly and communicate it to the immediate supervisor of each school to facilitate on-site planning. The immediate supervisor shall communicate the enrollment projection received to the appropriate school staff.
- 8.2 Students in Special Day Classes who are "mainstreamed" into regular TK-8 classrooms for part of a school day and who cause the ratios referred to in sections 8.3.1 and 8.3.5 to be exceeded, shall cause the allocation of aide time only when the affected teacher and the principal agree that the mainstreaming is of a significant duration or nature to warrant the allocation of aide time.
- 8.3 District-wide pupil teacher ratios should be as follows:
- 8.3.1 TK/Kindergarten - Third 25
 - 8.3.2 Fourth -Fifth 28
 - 8.3.3 Six - Eight: Sufficient staff will be assigned at the sixth, seventh and eighth grade level so that the school's average class size shall not exceed 28. Teacher preparation periods shall not be included in these calculations.
 - 8.3.4 Special Day Class teachers, elementary music teachers, nurses, librarians, and district specialists will not be utilized in the computation or application of the above class sizes.
 - 8.3.5 For middle school physical education, the gender of both teachers and students may be mixed in order to accommodate an optimal class size of 40 or less. In the event that optimal class size is exceeded, 8.6 of the contract will be implemented.
- 8.4 If the ratios are exceeded, the assigned teachers may submit written alternatives for consideration by the immediate supervisor.
- 8.4.1 The immediate supervisor shall discuss with appropriate staff members the alternatives which might better meet the needs of the students, the teachers, and the instructional program.
 - 8.4.2 After alternative solutions to the instructional needs of the District have been explored with the affected teachers, the immediate supervisor shall determine the most appropriate action to take based on the enrollment of the school site, the grade level, the content of the courses, methodology of instruction, the learning abilities of the students, the needs of the teachers, the needs of the students, and the financial ability of the District to pay.
- 8.5 Ratios shall not be maintained by assigning children of the same family to different schools.

- 8.6 If an individual TK-5 class exceeds the class size ratio by two or more students and the unit member has been unable to resolve the situation satisfactorily with the principal, the unit member may appeal the problem to the Superintendent in an effort to resolve the matter, or may make a request to the Superintendent and receive instructional aide time of six (6) hours per week for the first multiple of two students exceeding the ratio, and three (3) hour per week for each subsequent multiple of two (2) students, up to a maximum of twelve (12) hours of aide time per week per teacher.

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- 8.7 At the 6-8 grade level, six hours per week of instructional or clerical aide time (at the discretion of the teacher) will be made available to any teacher, except PE and music teachers, who have in excess of 150 students in their five assigned periods. Weekly aide time will be pro-rated, and rounded off to the nearest hour for teachers with less than a full time teaching assignment.
- 8.8 The presence of identified SDC, RSP, and EL students in a regular classroom shall be recognized by the site administrator in balancing teaching loads.
- 8.9 In the event a change in legislation, state budget and/or local revenue affects this article, both parties agree to open negotiations for the purpose of considering any adjustments to the existing language.

Memorandum of Understanding
Between


Los Gatos Elementary Teachers Association and Los Gatos Union School District
December 13, 2018

In order to create a block schedule that supports the Flex Time Intervention Strategy for students, the administration and staff at Fisher Middle School agree to a waiver of the section of Article 4.3 of the contract that reads "Middle school teachers shall have one duty free teaching period per day, aside from lunch, set aside for preparation, planning, counseling, and conferencing

The adopted block schedule implemented by mutual agreement of the staff and administration, provides a duty free teaching period three days a week, but will not include daily prep time on alternate days.

It is further understood that teachers will continue to perform customary adjunct duties that transpire at the conclusion of the school day. The Monday late start schedule will remain intact with a start time of 9:03 and an ending time of 3:03 pm. This allocated time may include one additional (60 minute) staff meeting per month, to be held during a Monday late start meeting. The contracted work day will remain unchanged.

This MOU shall run concurrent with the terms of the contract.



Maria Rodriguez, Assistant Superintendent Ed Services/HR

12/13/18
Date



Kevin Kinsella, Lead Negotiator for LGETA

12/13/18
Date