

**TENTATIVE AGREEMENT
BY AND BETWEEN
LEMOORE UNION HIGH SCHOOL FEDERATION OF CERTIFICATED EMPLOYEES
AND
LEMOORE UNION HIGH SCHOOL DISTRICT**

May 26, 2016

The following is the Tentative Agreement between the Lemoore Union High School District and the Lemoore Union High School Federation of Classified Employees in full and final settlement of their negotiations for a successor contract effective July 1, 2016 through June 30, 2018.

ARTICLE I: AGREEMENT

1.3 This Agreement shall remain in full force and effect from date of ratification until June 30, 2019. (Refer to exceptions in Article XVII, "Term of Agreement" page 50.)

3.5 Counselors shall work the same number of work days as regular bargaining unit employees. The counselor workday shall be the same as teacher workday. Counselors may be required to work up to six (6) additional workdays per year. The counselor will have the option to be compensated at their contracted hourly rate or trade with a regularly scheduled work day. Except for Foggy Day Schedule, the Counselors shall have a professional work day of seven and one-half (7 ½) hours, beginning – no later than 8:00 am and ending at the conclusion of the student instructional day or at 3:30 pm for any of the following meetings: SST, SARB, WASC, general staff, or collaboration meetings whether by grade level, subject matter or department. The parties agree that counselors shall be required to participate in IEP and 504 meetings even when such meetings extend beyond 3:30 p.m. The counselor duty day shall include a

minimum ten (10) minute duty-free brunch period, as well as a duty free lunch period of a minimum of thirty (30) minutes. The counselor will be required to be available ~~before school (8:00 A.M. on regular work days),~~ at student break time, student lunch time and at evening meetings as part of their regular assignment, i.e.: Back-to-School, Open House, College Night, Eighth Grade Registration, etc., with a limit of ten (10) evenings per year, ~~(half-time counselor limit of five (5) evenings),~~ or as pro-rated. If counselors are required to substitute for classroom teachers, they shall be compensated as provided for other certificated staff.

ARTICLE VI.

6.2 The District will make good faith effort to maintain the current class size averages and will continue to make efforts toward the reduction of classes, which exceed the average. The District wide staffing will be based on one teacher per 28 students. Special Education, Title I and Adaptive PE students and teachers will be excluded from this calculation. However, no class shall exceed 30 students (inclusive of Tiger Link Crew Leaders) except, in Physical Education (not to exceed 42), music, team taught classes and activity classes without the specific written approval of the teacher(s) involved.

ARTICLE X: Leaves

10.4 Maternity and Paternity Leave for Parental Bonding Members of the Bargaining Unit who meet the eligibility requirements for child/parent bonding leave under the California Family Rights Act (CFRA) may take leave for the purpose of caring for a newborn or newly adopted child or a newly placed foster child for a maximum of 12 work weeks. Pursuant to Education Code section 44977.5, eligible Bargaining Unit members shall receive differential pay during this period under section 12.1.1.3 of this article.

10.4.1 The 12 workweeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken

during a period of maternity or paternity leave pursuant to this article or CFRA (Government Code § 12945.2). Nothing in this Article entitles an employee to use paid sick leave other than differential pay leave during any period of maternity or paternity leave.

- 10.4.2 A Bargaining Unit member shall not be provided more than one 12-week period of paid absence per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- 10.4.3 For purposes of this article, “maternity or paternity leave” means child bonding or child care leave taken within the first 12 months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.
- 10.4.4 Leave taken under this section shall be in addition to leave taken due to disability caused by pregnancy, childbirth or related medical conditions.
- 10.4.5 If both parents work for the District, the maximum combined leave available to the parents for child bonding is 12 work weeks.
- 10.4.6 Members of the Bargaining Unit who exhaust the 12 weeks of child bonding leave available under CFRA, or who are not eligible for leave under CFRA, shall be entitled to an unpaid child rearing leave for the purpose of caring for a newborn or newly adopted child for a maximum of 6 months. Any leave requested in excess of 6 months and the duration of such leave shall be determined by the District to coincide with the operational needs of the District, but shall not exceed 12 calendar months.
- 10.4.7 Any child bonding or child rearing leave must be requested in writing to the Superintendent, a minimum of 2 weeks prior to the date the leave is proposed to commence. A Bargaining Unit member returning from an unpaid leave of absence with a duration greater than 30 days shall notify the Superintendent, in writing of intent to return at least 2 weeks before the expiration of the leave.

ARTICLE XII: SALARIES

12.1.2 Experience. All certificated employees are placed vertically on the salary schedule in accordance with the amount of teaching experience, which is recognized. The maximum years of service credit allowed shall be 20.

12.2 G Section II

Remove “3. Driver Training teacher shall be compensated at first step of the Summer School salary schedule” and renumber remaining paragraphs.

12.2 H. Adult School Salary Schedule - See Appendix “E A”

12.3 Each bargaining unit member who is employed by the District on the date this Agreement is ratified by both parties shall be paid a one-time only, off the salary schedule lump sum payment of 4.5% of the unit member’s salary for the 2015-16 school year as determined by his/her step and column placement on the Certificated Salary Schedule currently in effect and excluding any Master’s Degree stipend, extra curricular pay (Appendix B) or any other additional compensation paid to the unit member of any kind whatsoever. The one time only, off the salary schedule, lump sum payment of 4.5% as set forth herein shall be subject to all normal deductions and withholdings and shall be paid by the time the June 2016 payroll warrants are issued by the District.

12.4 Effective July 1, 2016, Appendix “A” entitled “Teacher Salary Schedule” shall have each cell revised by 1.25% [exclusive of Master’s Stipend].

Remove Driver’s Training Instructor from “Teacher Salary Schedule”.

APPENDIX B

Add the following currently existing stipends:

(2) Caption Head	12.5%
(3) Band Assistant 1	3.0%
Band Assistant 2	5.0%
(3) Band Assistant 3	6.50%

Add the following new stipends:

One additional Assistant Varsity Wrestling Coach 7%
One additional Alternative Ed. Athletics 1%

District agrees to pay Step One Column One hourly rates to Teachers working additional duties as Link Crew Advisors for additional duties outside of their regular school day. Additionally, for the 2016-17 and 2017-18 school years, the District agrees to pay Step One Column One hourly rates to Teachers in the Engineering, Careers in Education and Agriculture Design and Fabrication Pathways for additional duties outside of their regular school day and PBIS Implementation Coordinators (one at each school site).

ARTICLE XIII. Fringe Benefits

14.1

The Certificated Insurance Cap will be increased by \$350 annually beginning on July 1, 2016.

APPENDIX C-1 AND C-2

Remove “Does the evaluator recommend re-employment? Yes__ No__”.

DELETE “APPENDIX E”

Except as set forth above, all terms and conditions in the LFT bargaining unit agreement effective until June XX, 20XX shall remain in full force and effect.

FOR THE DISTRICT

Debbie Muro

FOR THE FEDERATION

Breck Jacobs

Rodney Brumit

Sandi Lowe

Mark Howard

Erin Brewer

Brian Colbert

Susan Stone

David Schweizer

Craig Manges