

**Tentative Agreement Between
Inglewood Unified School District (IUSD) and Inglewood Teachers Association (ITA)
February 16, 2016**

ARTICLE III – DEFINITIONS

Delete paragraphs L, M, N, O, and P.

- I. ~~CDC, Latchkey and Head Start~~ teachers shall be teachers as defined by the State Department of Education and the federal government.

ARTICLE V - CHILD DEVELOPMENT

Maintain current contract language except as provided below:

- H. The Child Development, ~~Latchkey and Head Start~~ Salary Schedules shall be in accordance with Appendix B.

ARTICLE VI - LEAVE PROVISIONS

Maintain current contract language except as provided below:

A. Sick Leave

4. Sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes of this policy shall receive the difference between their regular pay and the amount actually paid a substitute, or if no substitute is employed, the amount which would have been paid a substitute if one had been employed. The days of differential pay **shall not exceed one hundred (100) days each school year, and shall run consecutive to current and accumulated sick leave.** ~~when combined with days of accumulated sick leave utilization, shall not exceed one hundred and ten (110) days.~~ **An employee shall not be provided more than one hundred (100) days of differential pay per illness or accident and the one hundred (100) days shall not accumulate. However, if a school year terminates before the one hundred (100) days are exhausted, the employee may take the balance of the one hundred (100) days in a subsequent school year.** Upon exhaustion of available sick leave, a unit member shall be placed on the 24 or 39 month reemployment list as appropriate.

9. Upon return to work from an absence of six ~~(6)~~ **five (5)** or more consecutive work days, the unit member shall submit a physician's statement verifying the absence was due to illness or injury and stating that the unit member is able to return to duty. **The District reserves the right to require medical verification by a licensed physician of an employee's claimed illness or injury leave regardless of the length of the leave. If the physician is selected by the District, the examination shall be at District expense.**

10. A ~~teacher~~ **unit member** shall submit a request for leave of absence of the Personnel Division, using the approved District form, under the following circumstances:
 - a. When a ~~teacher~~ **unit member** has advance knowledge of being absent due to illness more than five (5) consecutive workdays, a leave of absence form shall be required. The teacher shall submit the form to the Personnel Division prior to taking the leave.
11. As a condition for return to work following an absence occasioned by major surgery, major disability due to illness, accident or ~~maternity~~ **pregnancy**, a doctor's release certifying the employee's capability of **performing the essential functions of the position with or without reasonable accommodation** ~~resuming all regular activity of the assignment~~ and the date of return shall be submitted to the District.

B. Personal Necessity Leave

A unit member shall provide prior notification to the Personnel Division of his/her intent to use personal necessity leave by completing the "Leave Request Form" (Appendix C) and indicating the number of the following categories (#3 through #9) under which the purpose of the leave is subsumed.

1. Attendance at the funeral of a ~~close relative or friend not living in the immediate household~~ **person not covered by bereavement leave.**
5. The birth of a child, making it necessary for the ~~father~~ **parent** to be absent from his/**her** position during assigned hours.

C. Bereavement Leave

1. A ~~teacher~~ **unit member** shall be entitled to five (5) workdays paid leave of absence because of the death of any of the following: Spouse, **registered domestic partner**, mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild of the employee or the spouse, son, daughter, brother, sister, stepchild.
2. A ~~teacher~~ **unit member** shall be entitled to three (3) workdays paid leave of absence because of the death of any of the following: Son-in-law, daughter-in-law or any relative living in the immediate household of the ~~teacher~~ **unit member**.
 - a. Aunt and uncle are defined as the sister or brother of the ~~teacher's~~ **unit members**. own mother or father.

D. Pregnancy Disability Leave

1. ~~Teachers~~ **Unit members** are entitled to use sick leave as set forth in Section A of this Article for disabilities caused by or contributed to by pregnancy, miscarriage, childbirth, **related medical conditions**, and recovery therefrom on the same terms and conditions governing leaves of absence for other **temporary** illness or medical disability. The length of such leave, including the date on which the leave shall commence and the date on which the ~~teacher~~ **unit member** is to resume duties shall be determined by the ~~teacher's~~ **unit member's** physician. **Such leave shall not be used for child care, child rearing, or preparation for child bearing.**

2. The employee shall **provide notice of the need for leave as specified in section A, Sick Leave. The employee shall also provide at least thirty (30) days' notice of the anticipated commencement of the leave and the anticipated date of return. The employee shall provide medical verification of the need for leave as provided in section A, Sick Leave.** ~~make application for pregnancy disability leave at least ten (10) days prior to the commencement date of the leave whenever possible. Prior to being granted leave, the teacher shall submit to the District a written statement from her physician indicating that the employee is disabled from performance of her regularly assigned duties.~~
4. A teacher **unit member** is entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth or recovery therefrom when sick leave, as set forth in Section A, has been exhausted. The date on which the employee shall resume duties shall be determined by the teacher's **unit member's** physician.
5. The teacher **unit member** shall notify the District of her impending return **as provided in section A, Sick Leave.** ~~at least five (5) working days prior to the date on which the teacher intends to return to service. A teacher **unit member** returning from leave for pregnancy disability within one (1) year shall be reinstated to the **same or equivalent** position **as the one** she held at the commencement of her leave. **Every reasonable attempt** Reasonable efforts shall be made to return the unit member to the same work site whenever possible. A teacher returning from pregnancy disability leave more than one (1) year from the commencement of her leave shall be returned to a position of equal status to the position she held when the leave commenced.~~

E. Family Care Leave

1. **Eligible unit members shall be entitled to family and medical leave as provided in the California Family Rights Act of 1991 (Government Code Section 12945.2), and the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2601, et seq.) and Board Policies and Regulations. Eligible unit members shall be entitled to twelve (12) workweeks of leave for a qualifying reason [or twenty-six (26) workweeks to care for a parent, spouse, child, or next of kin injured in active military duty as specified by law] in a twelve (12) month period. The twelve-month period shall be defined as the fiscal year (July 1 through June 30).**

F. Leave Without Pay For Child Bearing Preparation And Child BRearing

1. Leave without pay shall be granted to a teacher **unit member** for preparation for childbearing and child rearing. **Leave under this section shall be in addition to child bonding leave under Section E for eligible employees.**
5. A teacher **unit member** returning from leave under the provisions of this section shall be returned to the same **or equivalent** position held when the leave commenced. ~~if available. If the position is not available the teacher shall be assigned to a similar position. **Every reasonable attempt**~~ **Considerations** shall be made to return the unit member to the same work site whenever possible.

G. Industrial Accident And Illness Leave

2. The employee shall be entitled to up to sixty (60) days of leave with full pay in anyone (1) fiscal year for the same accident if qualified for workers' compensation. ~~If the cause of the injury is an assault, then the teacher shall be entitled to seventy-five (75) days with full pay. Industrial accident leave does accumulate from year to year.~~
5. Teachers **Unit members** shall adhere to the following procedures related to industrial illness or injury:
 - d. Once it has been officially established that a teacher is on industrial leave, **and subject to the limits in paragraph 2, sick leave shall be reinstated and salary reimbursed within a reasonable period of time.** ~~all sick leave used or salary lost will be reimbursed in a reasonable period of time.~~
6. A teacher **unit member** shall be permitted to return to service after an industrial accident or illness upon the presentation of a release from the teacher's **unit member's** doctor certifying the teacher's **unit member's** ability to perform **the essential functions of his or her position with or without reasonable accommodation.** ~~all regularly assigned duties. Reasonable accommodations shall be made to accommodate returning teachers. **unit members as required by law.**~~
8. A teacher **unit member** returning from a leave shall be reinstated to the **same or equivalent** position **held when the leave commenced.** ~~from which the leave was granted, if available or, if the position is not available, the teacher shall be assigned to a position of equivalent rank or status. **Every reasonable attempt Reasonable efforts** shall be made to return the unit member to the same work site whenever possible.~~
10. The number of days of illness or injury leave under **paragraph 2 of this section** ~~workers' compensation~~ shall not be deducted from the number of sick days to which a teacher **unit member** is entitled under the sick leave provisions of this Agreement.

Upon termination of an industrial accident or illness leave, provided the teacher **unit member** continues to receive temporary disability indemnity, the teacher **unit member** may elect to take as much accumulated sick leave, when added to the temporary disability, as will result in payment of not more than the **unit member's** regular salary.

11. If industrial accident or illness leave occurs at a time when the sixty (60) ~~or seventy-five (75)~~ days will overlap into the next fiscal year, the teacher **unit member** shall be entitled to only that amount of time remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

J. **Other Leave Without Pay**

5. A teacher **unit member** returning to service ~~within one (1) year~~ shall be

returned to the **same or equivalent** position from which the leave was granted. ~~A teacher returning to service after more than a year's leave shall be placed in a similar position. Every reasonable attempt~~ **Considerations** shall be made to return the unit member to the same work site whenever possible.

K. Sabbatical Leave (Maintain Current Contract Language)

L. Rights Of Unit Members On Leave

3. A teacher **unit member** returning from a leave shall be reinstated to the **same or equivalent** position from which the leave was granted., ~~if available. If the position is not available the teacher shall be reinstated to a position with the same rank and status. Every reasonable attempt~~ **Considerations** shall be made to return the unit member to the same work site whenever possible.

ARTICLE VII - GRIEVANCE PROCEDURE

B. Procedure

6. Level V

- a. In the event that the grievance is not resolved at Level IV, the Grievant shall, within five (5) days of the conclusion of Level ~~III~~ **IV**, submit the grievance to mediation, which shall be conducted by a member of the California Conciliation and Mediation Service as soon as possible. The recommendation of the mediator shall be advisory to the parties.
- d. If any question arises **concerning** as to the arbitrability of the grievance, **upon written mutual agreement of the parties**, such question(s) **shall first** ~~will~~ be ruled upon by the arbitrator **at a separate arbitration hearing.**

ARTICLE VIII - WORKDAYS AND HOURS OF EMPLOYMENT

- A. All teachers shall render service in accordance with the mutually agreed upon school calendars and the schedule of workdays as included in this Agreement (Appendix A). All K-12 teachers except year-round teachers, **counselors, and psychologists** shall work 180 pupil days, **three (3) professional development days**, and two (2) pupil free days. ~~(The schedule of workdays for year-round schools is set forth in Article XX of this Agreement).~~

Counselors assigned to Inglewood High School and Morningside High School shall have a work year of 200 days. Counselors assigned to any site other than Inglewood High School and Morningside High School shall have a work year of 195 days.

Psychologists shall have a work year of 195 days.

The District may schedule up to ten (10) additional days for counselors and psychologists, to be paid on a per diem basis. Service on these additional days shall be voluntary.

B. The daily schedule and minimum on-campus teacher workday with the exception of counselors, CDC teachers, and psychologists, shall be as follows:

	Student Day	Teacher Day
1. Kindergarten, Grades 1-3	8:15-11:35 2:00	7:45-2:30
2. P.M. Kindergarten	11:40-3:00	8:15-3:00
3. Grades 1-3	8:15-2:00	7:45-2:30
4-6	8:15-2:20	7:45-2:30
Grades 4-8	8:15-2:20	7:45-2:30
Grades 7-8	8:15-2:20	7:45-2:25
Grades 9-12 (Comprehensive High Schools)	8:15-2:45	7:45-2:55

D. **Secondary** Teachers shall have planning and preparation time in manner reasonable consistent with past practice. **If the District determines to hire credentialed teachers in specialist teaching assignments, including, but not limited to PE, music, technology, and art, the Association shall be notified and afforded the opportunity to consult with the District on providing preparation, planning, and collaboration time for Elementary teachers.**

L. The District and the Association encourage collaboration in the selection of department and grade level chairpersons. Effective July 1, 2015 departments and grade levels shall conduct an election for chairperson no later than September 15. The names of the candidates who finish in the top two of the election shall be forwarded to the Principal who ~~The site Principal~~ shall select one of these ~~top~~ two candidates for chairperson. The results of the department/grade level election shall be considered by the Principal in the selection process. Department chairpersons must have a minimum of four (4) sections in the department. Chairpersons shall serve a one (1) year term

Nothing in this provision is intended to require grade level or department chairpersons at all sites.

ARTICLE IX – TRANSFERS & REASSIGNMENTS

F. Miscellaneous

1. The District is responsible for moving all materials to the new work location regardless of what time of the year the transfer occurs.
2. Teachers shall be notified in writing before the close of the school year of their tentative assignments and work location for the coming year. If tentative teaching assignments are changed during the summer, teachers shall be notified by mail addressed to the teacher's current mailing address on file with the District.
- ~~3.~~ If teachers are assigned from one school site to another school site after the beginning of the school year, teachers shall upon request be provided with a maximum of three (3) days of instruction-free time to be utilized in preparation for

the new assignment. **For extenuating circumstances, up to two (2) additional days and/or other assistance may be provided upon member request to be approved by the Director of Human Resources.** ~~The amount of instruction-free time shall be determined by the receiving principal and shall reasonably relate to the difficulty of the transfer.~~

ARTICLE XI - CLASS SIZE

[Implement attached Memorandum of Understanding – LCFF TK-3 Grade Span Adjustment]

ARTICLE XII - COMPENSATION

A. Salaries

3. **The salary schedules in appendices T, P, C, and D shall be increased by 3% effective July 1, 2015, with an additional 2% salary schedule increase effective upon ratification by ITA unit members.**

B. Miscellaneous Schedule: Coaching Activities, Department Chair & Hourly Rate

- 1.a. **Increase the hourly rate in Appendix B-6 to \$35.00 per hour, effective July 1, 2016.**

6. BTSA/Induction Stipend

A stipend of \$3,000 which will be used as a recruitment tool and will be provided to any new fully credentialed teacher that signs a contract with the District and agrees to stay for a minimum of three (3) years. The \$3,000 will be paid to the unit member in the following manner:

- a. *\$1,000 to be paid within 45 days after the first day of paid contracted service.*
- b. *\$1,000 to be paid within 45 days after the first day of contracted employment in the second year with the District.*
- c. *\$1,000 to be paid within 45 days after the first day of contracted employment in the third year with the District.*

Should the unit member leave voluntarily or be terminated with cause prior to the end of year three (3), all monies paid will be refunded by the unit member to the district.

D. Reopeners **DELETE**

E. New Categories of Expenditures **DELETE**

Pending Clarification.

New Section: National Board Certified Teachers (TA - 2010)

The purpose of National Board Certification for teachers is to encourage outstanding teachers to remain in the classroom and provide the best possible instruction to students. District support of teachers who seek National Board Certification shall be as follows:

1. The District shall pay fifty percent (50%) of the registration fee upon the candidate's submission of an application.
2. The District shall pay the remaining fifty percent (50%) of the registration fee upon the candidate's completion of the application process. Candidates must complete the application process within three (3) years to be reimbursed for the remaining fifty percent (50%) of the registration fee.
3. National Board Certification candidates shall receive two (2) days of release time per teacher over the period of the application process, to be used at the discretion of the candidate.
4. IUSD shall co-sponsor informational meetings for potential candidates.

ARTICLE XIII - FRINGE BENEFITS

Maintain current contract language except as provided below:

A. Medical Care Insurance

1. ***For the 2017 insurance year (January 1, 2017 through December 31, 2017), the maximum District annual contribution for District medical insurance for each eligible full-time unit member shall be equivalent to 110% of each tier (1 party, 2 party, 3 or more) of the District's Kaiser HMO Medical health benefit plan.***
2. ***Effective beginning January 1, 2018, the maximum District annual contribution for District medical insurance for each eligible full-time unit member shall be equivalent to each tier (1 party, 2 party, 3 or more) of the District's Kaiser HMO medical health benefit plan.***
3. ***The maximum District annual contribution for District medical insurance shall be prorated for unit members working less than full-time.***
4. ***The District's annual medical contribution may ~~not~~ be combined or applied to any other employee's selection of medical benefits. A current District employee cannot be added as a dependent on a ~~spouse's or parent's~~ selected District medical plan.***
5. Unit members selecting coverage with a higher premium shall authorize payroll deductions for the amounts in excess of the District contribution as a condition of receipt of coverage.
6. Premium payments for service less than a full school year shall be prorated. District paid coverage

terminates on the last day of the unit member's final month of employment;

7. Employees working less than full-time, but at least four (4) hours per day, five days per week, will have a proportionate amount (same proportion as their working time to full time) contributed to the premium under the same conditions applicable to full-time employees if the balance is paid by the employee pursuant to Section 4.
8. Employees working less than four (4) hours per day, five (5) days per week shall not be eligible to participate in the medical care insurance plan.
9. Employees will be personally responsible for payment of the difference, if any, between the amount contributed by the District and the full amount of the premium.
 - a. The employee may authorize salary warrant deductions for the purpose of paying that portion of the premium for which the employee is responsible.
10. Effective with the insurance year 2005-2006, the District shall implement an IRC 125 plan which allows employees who choose plans with premiums in excess of the District contribution to utilize the 125 plan for additional premium costs. The plan shall, to the extent permitted by IRC regulations, allow for the cost of child and dependent care and health care savings plans. The Administrative costs of the plan shall be apportioned to those employees who utilize the plan.
11. Any changes to unit member benefits and costs, including but not limited to new or increased co-pays for doctor visits, prescriptions and emergency room visits, shall be bargained in accordance with 3543.2(a) of the Educational Employment Relations Act.

B. Health Benefits for Retirees: *Unit members who retire prior to January 1, 2016, shall be eligible for a District annual contribution toward District medical insurance equal to active employees in accordance with Section 13.A.1 above, subject to all of the following conditions:*

- a. *He/she is enrolled in a district approved medical plan at the time his/her retirement becomes effective.*
- b. *The employee has retired from District service in accordance with the regulations then in effect with the applicable retirement system (either STRS or PERS of which he/she is a member).*
- c. *He/she has completed twenty (20) years of credited service with the District immediately prior to retirement.*
- d. *He/she is at least fifty-five (55) years of age and is receiving retirement allowance from either STRS or PERS.*

- e. *Any out of pocket costs will be reimbursed to the district by the retiree as a condition of continued eligibility.*
- f. *Eligible retirees shall be covered for twelve (12) months annually.*
- g. *Medical coverage for retirees shall terminate when the employee reaches age 65 or becomes Medicare eligible, whichever comes later.*

Eligible full time unit members who retire from the District after January 1, 2016, shall be eligible for a District contribution for employee only medical coverage equal to active employees in accordance with Section 13.A.1, subject to the conditions listed in a, b, c, d, e, f, and g above.

C. Life Insurance

- 4. *The District shall pay the full premium costs for a life insurance policy for each eligible employee not to exceed a minimum face value of \$25,000 or and a maximum District cost not to exceed premium value of \$100 per member.*

The District contribution shall be prorated for unit members working less than full-time.

D. Income Protection Insurance

- 1. *Effective July 1, 2016, the district shall make available a district income protection insurance plan to eligible unit members. Employees electing this plan shall The District will pay the full premium costs of any income protection insurance policy for each eligible employee where applicable. For the duration of this Agreement, the plan shall be Occidental Plan A Provident Plan D.*

E. Hepatitis B Vaccination: no change.

F. Health Insurance Committee: *The District shall establish a standing Health Insurance Committee, consisting of three (3) representatives chosen by ITA, three (3) representatives chosen by CalPro, and three (3) representatives chosen by the District. The purpose of this committee shall be to identify options for reducing health benefit cost increases. The Health Insurance Committee shall serve in an advisory capacity to the represented parties. The Committee will meet three times between March 1, 2016 and June 30, 2016.*

ARTICLE XIV - PRE-RETIREMENT OPTIONS

Delete section B., Golden Handshake Early Retirement Option.
Delete section C

ARTICLE XV - SAFETY CONDITIONS OF EMPLOYMENT

Maintain current contract language except as provided below:

B. Student Discipline

7. The District shall reimburse teachers **unit member** for loss of personal property, other than automobiles, in accordance with Board Policy 3340 **4156.3**. ~~Unit members may periodically update the list of personal property that is submitted at the beginning of school year with the approval of the principal. The property shall not remain in the District during vacation periods without prior written approval of the teacher's immediate supervisor.~~

~~8.~~ **Delete**

C. Campus Security

3. The District shall reimburse teachers **unit members** for loss of personal property, other than automobiles, in accordance with Board Policy 3340 **4156.3**. ***Unit members must provide a comprehensive list of personal property to the District by the end of September each year.*** Unit members ***must*** ~~may~~ periodically update the list of personal property that is submitted at the beginning of school year with the approval of the principal. The property shall not remain in the District during vacation periods without prior written approval of the teacher's **unit member's** immediate supervisor. ***The District shall not be liable for property remaining on district premises during break periods without prior written approval of the teacher's unit member immediate supervisor.***

4. The District shall reimburse teachers **unit members** one-half (1/2) of the deductible amount, up to Five Hundred Dollars (\$500.00), for loss or damage to their his/her automobiles that occurs while the teachers **unit members** are providing authorized service to the District. The parties agree that the total District liability, for purposes of this section, shall not exceed Five Thousand Dollars (\$5,000.00). Authorized service means service to the District during normal business hours or work at District sites during non-normal business hours after notification to an appropriate District official. **Reimbursement shall be subject to the following conditions:**

- a. **The unit member secures a police report regarding the vehicular vandalism or a written witness report documenting the accidental damage within 24 hours of the incident.**
- b. **The damages vehicle was parked at an appropriate location in a legal manner on or near school district property while the unit member was providing authorized service to the District;**
- c. **The unit member provides the Business Office with evidence of the amount of insurance deductible payment actually made by the unit member to his/her insurance company.**
- d. **Repair receipts are limited to a 6-month time frame for completion of the work and one year for the actual submission of such receipts.**

ARTICLE XVI - EVALUATION PROCEDURE

ITA & IUSD shall create an Evaluation Committee to recommend an evaluation form and evaluation procedures for all unit member evaluations. The Committee shall include three (3) unit members appointed by ITA and three (3) members appointed by IUSD. It is agreed that the Committee shall ~~begin meeting~~ **during the 2015-16, 2016-17, and 2017-18 school years**, no later than ~~October~~ **April 1 of each year**, ~~2010~~ and shall make recommendations to the ITA and IUSD Bargaining Teams no later than ~~April~~ **June 1 of each year**, ~~2011~~, for possible implementation during the ~~2011-2012~~ **following** school year. The current evaluation form and evaluation procedures shall remain in effect unless changed through the bargaining process.

- A. It is understood and agreed by the parties that the principle objective in evaluation is to improve the quality of education in the District.
- B. Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members shall be evaluated at least every other school year. If a unit member is scheduled to be evaluated during a particular school year, but is granted leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty. Unit members to be evaluated during a particular school year shall receive inservice training regarding the evaluation procedures, be advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator, if it is other than the unit member's immediate supervisor, no later than ~~the~~ **October 31**, of the regular school year, ~~or thirty five (35) work days after the beginning of the year round track~~ in which the evaluation is to take place.
- C. The unit member being evaluated and the evaluator shall meet no later than **October 31**, ~~thirty five (35) work days after the beginning of the year round track~~, to discuss and agree upon the objectives to be achieved during the evaluation period which shall reflect the stated goals/objectives of the District. Such objectives shall be related to the following California Standards for the Teaching Profession:
 1. Create and maintain effective learning environments for student learning.
 2. Engage and support all students in learning.
 3. Understand and organize subject matter for student learning.
 4. Plan instruction and design learning experiences for all students.
 5. Assess student learning.
 6. Develop as a professional educator.

The parties acknowledge that student assessment data is one of the many data points relevant to the overall review of classroom teaching performance, and that such data is to be considered and used solely as a formative assessment tool to inform and shape adjustments to the instructional strategies, methods and emphases, to influence and guide the establishment of each teacher's performance objectives and strategies for the current year, and to influence upcoming classroom observations and other traditionally utilized assessment tools regarding classroom methods, skill levels and effectiveness.

Such objectives shall be recorded and signed by the evaluator and evaluatee. Evaluators will continue to evaluate the member's performance, adjunct duties and any other duties and responsibilities. However, unit members will not be expected to write objectives for these responsibilities.

- D. A schedule of the first formal observations, all conferences and the final **summative** evaluation date shall be established. In the event of a disagreement over the objectives or evaluation schedule, the unit member and the evaluator shall:
1. Make a good faith effort to resolve the difference themselves.
 2. To the extent the evaluator and the unit member cannot reach consensus on the objectives by which the unit member is to be evaluated or the evaluation schedule, the evaluator shall have the final decision on the unit member's objectives and the evaluation schedule for the school year.
 3. The unit member may specify, in writing, any constraints which the unit member believes inhibit his/her ability to meet objectives identified by the evaluator. This written statement must be given good faith consideration in the final **summative** written evaluation made by the evaluator and shall become part of the permanent record.
- E. During the course of the evaluation period, and after October 31, ~~or thirty-five (35) work days after the beginning of the year round track~~, circumstances may change which require modification of the original objectives. The unit member or evaluator may initiate a change of these objectives in the manner prescribed in Section C of this Article.
- F. The evaluation process shall include the following activities:
1. The number of observations will vary according to the plans of the evaluatee and the evaluator; but every unit member shall have a minimum of one half-hour formal observation which will be followed by a conference and a written summary of the observation.
 2. A unit member shall be informed at least one day prior to the formal classroom observation. However, if the unit member does not want prior notice, he/she may waive it. Additional formal observations may take place at any time.
 3. An observation conference shall follow each formal observation by not more than five (5) days to review the evaluator's observations with the unit member. A unit member who receives a negative/observation form/conference shall receive additional classroom observations, observation conferences and written summaries to allow opportunities for improvement. Such observations may include pre-observation conferences.
 4. In the case of a negative observation(s) the evaluator and evaluatee shall take positive actions to correct any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
 - a. Specific recommendations for improvement.
 - b. Direct assistance to implement such recommendations.
 - c. Provision of available resources to be utilized to assist with improvement.
 - d. Techniques to measure improvement.
 - e. Time schedule to monitor progress.

- G. **The parties recognize that the summative assessment is focused on outcomes; it summarizes the development of a bargaining unit member's practice at a particular point in time and shall include multiple sources of evidence about teacher and student learning.** In preparing the ~~final~~ **summative** evaluation form, the evaluator shall rely primarily upon **sources of evidence such as portfolios, checklists, lesson plans, observations, self-assessments, surveys, student work samples** ~~data collected through classroom monitoring, evaluation conferences, and other related information submitted by designated administrative staff.~~ **The state adopted criterion referenced assessment data shall not be used as part of the summative assessment.** The teacher shall receive a copy of the information in a timely manner and be provided an opportunity to respond. Any deficiencies which may have been brought to the attention of the teacher and subsequently corrected, shall not be included in the ~~final~~ **summative** evaluation.
- H. A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.
- I. A ~~final~~ **summative** evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the regular school year, or thirty (30) days prior to the end of the year-round track, to discuss the content of the ~~final~~ **summative** evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached to the ~~final~~ **summative** evaluation. The ~~final~~ **summative** evaluation form shall contain only ratings identified in the evaluation procedure such as: Satisfactory, Unsatisfactory, or Needs to Improve. Evaluation forms shall not include an Excellent (E) rating.
- J. A unit member receiving less than a satisfactory rating shall be evaluated each subsequent year until a satisfactory rating is achieved.
- K. Unit members shall not participate in the evaluation(s) or observation(s) of other unit members.
- L. The **summative** evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
- ~~1. Standardized achievement test results.~~
 - ~~2~~ 1. Results of standardized tests utilized for the purpose of a School Improvement Plan.
 - ~~3~~ 2. Utilization of any "clinical supervision" techniques unless the unit member has received appropriate training in clinical instruction techniques.
 - ~~4~~ 3. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
 - ~~5~~ 4. The success, or lack thereof, of a substitute teacher.
 - ~~6~~ 5. The unit member's proper use of leave provisions in this Agreement.
- M. Only observations and verifiable information shall be used in evaluating a unit member.

- N. ~~The District retains the right to prepare, modify and utilize evaluation forms and other forms related to the evaluation and assessment of the job performance of each employee. Prior to the adoption and authorization of any forms relating to the evaluation procedure, the District shall afford the Association notice and an opportunity to consult regarding the forms. Only adopted and authorized forms shall be used by the District. The current adopted and authorized forms are attached hereto as Appendix D.~~
- O. Any grievance arising under this Article shall be limited to a claim that the procedures set forth in this Article have been violated.

ARTICLE XVII - PEER ASSISTANCE AND REVIEW (PAR)

~~Delete.~~ **Maintain status quo pending future negotiations.**

ARTICLE XXI – INTERMEDIATE DISCIPLINE

- A. Reprimands: The district shall utilize the following progressive discipline steps before placing a written reprimand in a unit member's personnel file:
- A.5 (new) To the extent required by law, a unit member may request and shall be entitled to union representation at any meeting he/she feels may reasonably result in discipline.***

ARTICLE XXII - YEAR ROUND SCHOOLS

~~Delete.~~

ARTICLE XXVI - NEGOTIATIONS PROCEDURES

- A. This Agreement shall become effective July 1, 2015, and remain in full force and effect unless modified in accordance with the other provisions contained herein, through June 30, 2018.**
- B.** No later than April 1 of each year of this agreement the parties agree to reopen negotiations on ~~Article 12, Compensation, and Article 13, Fringe Benefits, and one~~ two ~~(2) additional articles per party, exclusive of in addition to Article 12 & Article 13.~~

INGLEWOOD UNIFIED SCHOOL DISTRICT
AND
INGLEWOOD TEACHERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

LCFF TK-3 GRADE SPAN ADJUSTMENT

1. The Inglewood Unified School District (“District”) and Inglewood Teachers Association (“Association”) acknowledge that as a condition to receiving the augmentation funding for TK-3 grade span adjustment under the Local Control Funding Formula (LCFF), the District is required to maintain an average class enrollment of not more than 24 pupils in grades TK-3 at each schoolsite upon full implementation of LCFF (currently 2021) (Education Code section 42238.02(d)(3)(D)), unless the District and Association have negotiated an alternative annual average class enrollment for each schoolsite (Education Code section 42238.02(d)(3)(B), (C), and (D)).

2. The following represents the negotiated agreement between the District and Association concerning grade TK-3 effective July 1, 2015:

The District shall maintain an annual average class enrollment at each schoolsite for grades TK-3 not to exceed 28:1, excluding La Tijera Charter School Academy of Excellence.

3. The District and Association concur that the negotiated agreement in paragraph 2 above constitutes an “alternative annual average class enrollment for each schoolsite” within the meaning of Education Code section 42238.02(d)(3)(B), (C), and (D).

4. If at any time the District learns that compliance with this Memorandum of Understanding may result in any reduction to its augmentation funding for TK-3 grade span adjustment, the District and Association agree to immediately meet and negotiate to bring the above grade span adjustment language exception into compliance with the law.

This Memorandum of Understanding shall be effective July 1, 2015, through June 30, 2021. The Association and District reserve the right to negotiate changes in paragraph 2 above during any school year covered by the term of this Memorandum.

AGREED:

INGLEWOOD TEACHERS ASSOCIATION

Date: _____

INGLEWOOD UNIFIED SCHOOL DISTRICT

Date: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
INGLEWOOD UNIFIED SCHOOL DISTRICT AND
INGLEWOOD TEACHERS ASSOCIATION**

For the 2016-17 school year, the District agrees to establish an informal, information sharing, “Roundtable” meeting between the site principal and two site unit members, selected by ITA, at each high school at least once per month for the period September 2016 through June 2017. The District and the Association shall schedule a joint round-table training for site administrators and ITA site representatives no later than October 1, 2016. The parties agree to negotiate the extension of this MOU and/or the inclusion of all sites as an additional subject of negotiations in 2016-17.

Peter Somberg
Bargaining Chair, ITA

Nora Roque
Executive Director, Human Resources
IUSD

Date

Date

Appendix B-6 Miscellaneous Schedule ~~2008-2009~~ 2015-2016

**Coaching, Activities, Department Chairpersons,
Elementary Instructional Leaders and Hourly Rate**

Football Coaches	Salary
Head Coach	2646.60
Assistant Coach	1324.40
Assistant J.V. Coach	1103.30
Assistant Freshman Coach	1103.30

Track Coaches	Salary
Head Cross County Coach	2203.30
Assistant Cross Country Coach	942.70
Head Track Coach	2461.80
Assistant Track Coach	1103.30

Soccer Coaches	Salary
Head Coach	2377.10
Assistant Coach	1087.90

Wrestling Coaches	Salary
Head Coach	1243.00
Assistant Coach	1087.90

Basketball Coaches	Salary
Head Coach	2563.00
Assistant Coach	1183.60

Baseball/Softball Coaches	Salary
Head Coach	2461.80
Assistant Coach	1103.30

VolleyBall Coaches	Salary
Head Coach	2383.60
Assistant Coach	991.10

Appendix B-6

Miscellaneous Schedule ~~2008-2009~~ 2015-2016

Swimming/Water Polo Coaches	Salary
Head Coach	2183.60
Assistant Coach	991.10

Tennis Coaches	Salary
Head Coach	2361.80

Activity Schedule	
Activity	Salary
Drill Team	671.00 School Year
Pep Squad	671.00 School Year
Band and Orchestra Directors	2424.40 School Year
Senior Choral Directors	893.20 School Year
Drill Team Coaches - N/JROTC	1037.30 School Year
Rifle Team Coaches - N/JROTC	1037.30 School Year
Coordinator - N/JOTC	110.00 Quadriweekly
Academic Decathlon Coach	2646.60 School Year
Activity Director	1324.40 School Year
Athletic Director	2424.40 School Year
Golf Coach	1189.10 School Year
Newspaper Advisor	1324.40 School Year
Annual Sponsor (year book)	1324.40 School Year

Department Chairpersons/Elementary Instructional Leaders	
Secondary Department Chairperson	2000.00
Elementary Instructional Leaders	2000.00

Hourly Rate	
Hourly Rate	30.00 <u>35.00</u>/hour

All parties have reached tentative agreement to the contract changes for July 1, 2015 to June 30, 2016 as listed above.

Peter Somberg
Bargaining Chair, ITA

Nora Roque
Director of Human Resources, IUSD

Date

Date