

**TENTATIVE AGREEMENT BETWEEN**  
**INGLEWOOD UNIFIED SCHOOL DISTRICT**  
**AND INGLEWOOD TEACHERS ASSOCIATION**  
**2020-2021**

## ARTICLE VI – LEAVE PROVISIONS

### A. Sick Leave

1. Full-time unit members teachers shall be entitled to ten (10) days leave with full pay each school year for purposes of personal illness or injury. Unit members Teachers who work less than full-time shall be entitled to such leave in the same ratio that their employment bears to full-time employment. Unit members Teachers earn one day of sick leave for each school month or major fraction thereof of service.

2. Such leave for the current school year need not be accrued prior to taking such leave by the teacher unit member but may be taken any time during the current school year, provided such leave does not exceed the current year's allocation and the accumulated accumulative sick leave entitlement. Any leave taken but not earned under the provisions of the last sentence of paragraph (1) above shall be deducted from any salary check or other monies due a unit member employee upon separation from the District.

3. The District shall provide each teacher unit member annually, by November 1, or as soon thereafter as practicable, with an accounting of the number of days of sick leave the teacher has accumulated, plus the number of days charged to sick leave for the previous school year. The District shall provide an online platform where unit members are able to access and view their accumulated sick leave.

4. Sick leave credit may be used by the unit member employee for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member employee who continues to be absent for purposes of this section 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. A unit member 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 unit member 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.

5. Unit member Teacher shall accumulate from year to year without limitation the amount of sick leave not utilized.

6. The teacher unit member shall utilize the District's absence management system to report an absence notify the District Office (SAMS) as soon as the need to be absent is known, but, unless exceptional circumstances prevent, no later than 6:30 a.m. on the day of the absence in order to permit the District to secure a substitute. However, if a unit member's employee's service commences prior to the regularly scheduled school day, the unit member employee shall utilize the District's absence management system to report an absence contact the District Office (SAMS) no later than one and one-half (1-1/2) hours prior to the start of the unit member's

teacher's workday. The notification described herein shall also include an estimate of the expected duration of the absence.

7. If the unit member teacher intends to return to work before or after the date reported in the absence management system, given to SAMS, the unit member teacher shall notify the Human Resources Specialist in the Human Resources Division via email report their absence in the absence management system notify SAMS by 2:00 p.m. on the day preceding the return to work date previously reported in the absence management system given SAMS. The District will not be required to return a unit member teacher to work until they comply he or she complies with the notice provisions of this paragraph.

8. Sick leave shall be utilized applied in increments of not less than two (2) hours.

9. Upon return to work from an absence of more than three (3) five (5) or more consecutive workdays, 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 and certifying the unit member's capability of performing the essential functions of the position with or without reasonable accommodation and the date of return shall be submitted to the Human Resources Specialist in the Human Resources Division. The District reserves the right to require medical verification by a licensed physician of a unit member's 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.

The union recognizes the District's right to withhold sick leave credit and/or discipline a unit member when it reasonably believes an absence may not have been for proper sick leave purposes. In any dispute arising under the terms of this provision, the District shall demonstrate the reasonableness of its belief.

10. A unit member shall submit a request for leave of absence to of the Human Resources Personnel Division, using the approved online Leave Request Form District form, under the following circumstances:

- a. When a unit member has advance knowledge of being absent due to illness medical necessity for more than three (3) five (5) consecutive workdays, a leave of absence form shall be required. The unit member teacher shall submit the online Leave Request Form and supporting documentation, which includes the date of onset of injury or illness and anticipated length of absence, form to the Personnel Division prior to taking the leave.
- b. ~~When a unit member teacher is absent absence due to illness or injury for more than three (3) five (5) consecutive days, a leave request form shall be required. On or before the fourth (4<sup>th</sup>) sixth (6<sup>th</sup>) day of absence, the unit member shall submit the online Leave Request Form and supporting documentation notify the Human Resources Personnel Division, which includes the includes of his/her the date of onset of injury or illness and anticipated length of absence. The District shall provide the employee with a leave of absence form. The leave of absence form shall be submitted to the District within five (5) days after receipt of same by the unit member.~~

11. As a condition for return to work following an absence occasioned by major surgery, major disability due to illness, accident or pregnancy, a doctor's release certifying the employee's capability of performing the essential functions of the position with or without reasonable accommodation and the date of return shall be submitted to the District.

## B. Personal Necessity Leave

Unit members Teachers may elect without prior approval to use up to seven (7) days of sick leave in any school year for personal necessity for the following reasons when the cause is:

1. Death or serious illness of a member of the unit member's immediate family. Members of the immediate family shall mean the same as defined in the Bereavement Leave section of this Agreement.
2. Accident involving the unit member's person or property, or the person or property of a member of his or her immediate family.

When personal necessity leave is used for the reasons above, the unit member shall notify the site administrator in charge as soon as possible.

A unit member shall obtain prior approval from the Human Resources Personnel Division by completing the online Leave Request Form and indicating which of the following reasons apply for use of personal necessity leave in these circumstances:

1. Attendance at the funeral of a person not covered by bereavement leave.
2. Serious accidents involving circumstances the unit member cannot reasonably disregard and which requires their his/her attention during assigned hours or service.
3. Imminent danger to the home of a unit member occasions by a flood, fire, or other Act of God at which the unit member cannot reasonably disregard and requires their his/her attention during assigned hours.
4. Any other illness or problem within the unit member's immediate household which is serious enough that the unit member cannot reasonably disregard and requires their his/her attention during assigned hours.
5. The birth of a child, making it necessary for the parent to be absent from their his/her position during assigned hours.
6. A mandatory appearance in court or before an administrative agency as litigant, party or subpoenaed witness, provided the unit member teacher is not a litigant against the District.
7. Up to three (3) of the seven (7) personal necessity days may be used for personal business that cannot be attended to outside the contractual work day and that is not used to extend a holiday, or vacation, or for personal recreational purposes. Prior approval shall not be required

other than verifying the personal business day was not used for any of the restricted activities referenced herein.

8. 7. In any case where a witness fee is payable, such fee may be collected by the unit member teacher and remitted to the District. A unit member teacher who chooses to retain any witness fee shall be paid the difference between the unit member's teacher's regular rate of pay and the witness fees received.

The District will not unreasonably deny permission and may require verification for use of any personal necessity leave. In the event of a disaster/emergency, a unit member may request additional days of personal necessity beyond the seven (7) in any school year by application to the Chief Human Resources Officer superintendent or designee. If granted, said additional days shall be deducted from the unit member's sick leave.

#### C. Bereavement Leave

1. A unit member shall be entitled to a leave of absence, not to exceed three days, or five days, if out-of-state travel is required, on account of the death of any member of their immediate family. entitled to five (5) workdays paid leave of absence because of the death of any of the following: Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the unit member employee or of the spouse of the unit member employee, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member employee, or any relative living in the immediate household of the unit member employee.

2. Spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild of the unit member employee or the spouse, son, daughter, brother, sister, stepchild.

2. A 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 unit member. Aunt and uncle are defined as the sister or brother of the unit member's own mother or father.

2. A unit member teacher exercising this leave of absence provision shall notify their his or her immediate supervisor and shall utilize the District's absence management system to report the absence(s) the District office (SAMS) as soon as possible, indicating the expected duration of the absence. Under no circumstance is a unit member teacher to leave the site without notice to their his or her immediate supervisor, or if the immediate supervisor is not available, the next ranking administrator, or if no administrator is available, the unit member teacher shall notify the school office.

1- 3. The District may withhold bereavement leave credit and/or discipline a unit member when it reasonably believes an absence may not have been for proper bereavement leave purposes. The unit member shall submit documentation to substantiate the bereavement leave upon request by the District.

#### D. Pregnancy Disability Leave

1. 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 unit member is to resume duties, shall be determined by the unit member's physician consistent with the use of sick leave as set forth in Section A of this Article. Such leave shall not be used for child care, child rearing, or preparation for child bearing.

2. The unit member employee shall provide notice of the need for leave as specified in section A of this Article, Sick Leave. The unit member employee shall also provide at least thirty (30) days' notice of the anticipated commencement of the leave and the anticipated date of return by submitting an online Leave Request Form. The unit member employee shall provide medical verification of the need for leave as provided in Section A of this Article, Sick Leave.

3. Having qualified for leave under the provisions of Section D of this Article, the unit member teacher shall be eligible for a change in status from a leave without pay, as provided in Section E of this Article, to a status of leave with pay.

4. A unit member is entitled to leave without pay not to exceed one calendar year 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 unit member employee shall resume duties shall be determined by the unit member's physician.

5. The unit member shall notify the District of her impending return as provided in section A of this Article, Sick Leave. A unit member returning from leave for pregnancy disability shall be reinstated to the same or equivalent position as the one she held at the commencement of their leave. Reasonable efforts shall be made to return the unit member to the same work site whenever possible.

#### E. Family Care Leave

1. Eligible unit members shall be entitled to unpaid 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.

a. Eligible unit members shall be entitled to twelve (12) workweeks of unpaid 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). Qualifying leave reasons are defined as follows:

i. The birth of a child and to care for the newborn child within one year of birth;

ii. The placement with the unit member of a child for adoption or foster care and to care for the newly placed child within one year of placement;

iii. To care for the unit member's spouse, child, or parent who has a serious health condition;

iv. A serious health condition that makes the unit member unable to perform the essential functions of their job;

v. Any qualifying exigency arising out of the fact that the unit member's spouse, son, daughter, or parent is a covered military member on "covered active duty."

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 Bearing

1. Leave without pay shall be granted to a 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 unit members employees.

2. The unit member teacher shall apply for such leave as soon as practicable but not later than twenty (20) workdays prior to the date on which the leave is to begin, whenever practicable. Such application shall be submitted through the online leave request form and in writing and shall include a statement as to the dates that the unit member teacher intends to begin and end the leave.

3. The duration of such leave shall not be greater than twelve (12) consecutive months. However, any leave which would terminate after April 30, shall be extended to the end of the school year. If requested by the unit member teacher and there is an opening, the unit member teacher shall return from leave earlier than the initial date of leave termination.

At its sole discretion, the District may grant one extension of the leave, not to exceed twelve (12) months, upon the written request of the unit member teacher.

4. In the event of a miscarriage or death of a child while the unit member teacher is in such leave status, the unit member employee upon request shall be reinstated as soon as possible, but not later than the termination of the leave as originally requested.

5. A 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. Considerations shall be made to return the unit member to the same work site whenever possible.

#### G. Industrial Accident and Illness Leave

1. Pursuant to the requirements specified below, industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of a unit member's employee's assigned duties with the District.

2. The unit member employee shall be entitled to up to sixty (60) days of leave with full pay in any one (1) fiscal year for the same accident if qualified for workers' compensation.

3. In order to be qualified for industrial accident or illness leave coverage, the unit member employee claiming such leave shall be examined by a physician of the unit member employee's choice if said unit member employee has filed a valid Pre-Designation of Personal Physician form with the Human Resources Division District Risk Manager said choice prior to the incident resulting in the injury or illness. If the unit member teacher has not filed said choice, the unit member teacher shall be examined by the physician designated by the District.

4. Industrial accident or illness leave shall commence on the first day of absence upon determination that the disability is job-related. If a unit member teacher uses any sick leave before the accident or illness has been determined to be job-related, the sick leave days used shall be reinstated no later than the pay period following the immediately upon determination that the disability is job-related. However, the maximum number of days to be reinstated plus other days of industrial accident or illness leave shall not exceed the number of days authorized in Paragraph 2 of this section.

5. Unit members shall adhere to the following procedures related to industrial illness or injury:

a. A unit member who has sustained a job-related injury shall report the injury immediately and no later than within twenty-four (24) hours to the unit member teacher's immediate supervisor unless the unit member teacher is incapacitated and cannot make said report.

b. The unit member shall call the telephonic triage service within twenty-four (24) hours of the injury for telephonic triage and referral for medical treatment, if applicable.

c. If the unit member requires medical treatment to cure or relieve the effects of said injury, the unit member should complete a Workers' Compensation Claim Form (DWC-1) and unit member Industrial Injury Report, which is available on the District website.

e. d. A unit member filing a DWC-1 such report may be placed on sick leave until such time as the unit member's teacher's illness or injury is verified by Risk Management as being work-related.

d. When verification from Risk Management is received in the Human Resources Personnel Division, the unit member's sick leave, not to exceed the number of days authorized in Paragraph 2 of this section, will be changed to industrial leave and their restored sick leave balance will be reflected on their pay stub no later than the pay period following the determination that the disability is job-related. he/she will be notified accordingly.

e. Once it has been officially established that a unit member teacher is on an approved industrial leave, and subject to the limits in paragraph 2, sick leave shall be reinstated and salary reimbursed within a reasonable period of time.



6. A unit member shall be permitted to return to service after an industrial accident or illness upon the presentation of a release from the unit member's doctor certifying the unit member's ability to perform the essential functions of their his or her position with or without reasonable accommodation. Reasonable accommodations shall be made to accommodate returning unit members as required by law.

7. If the unit member teacher intends to return to work before or after the date reported in the absence management system, given to SAMS, the unit member teacher shall notify the Human Resources Specialist SAMS by 2:00 p.m. on the day preceding the return to work date initially reported given SAMS. If the unit member employee fails to notify the District as specified herein and returns to work, the unit member teacher may be denied work on said day.

8. A unit member returning from a leave shall be reinstated to the same or equivalent position held when the leave commenced. Reasonable efforts shall be made to return the unit member to the same work site whenever possible.

9. Payment by the District on any day shall not, when added to benefits an award granted the unit member teacher under workers' compensation laws, exceed the regular wage for the day.

10. The number of days of illness or injury leave under paragraph 2 of this section shall not be deducted from the number of sick days to which a unit member is entitled under the sick leave provisions of this Agreement unless a unit member declines a reasonable accommodation offered by the District.

Upon termination of an industrial accident or illness leave, provided the unit member continues to receive temporary disability indemnity, the 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) days will overlap into the next fiscal year, the 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.

12. Absences resulting from an industrial accident / injury shall not result in the loss of step increases on the salary schedule or in a reduction of retirement benefits.

#### H. Judicial Leave

1. Subject to the following conditions, the District shall grant unit members on paid status up to ten (10) days paid leave of absence for the time the unit member is required to serve on jury duty, and may grant up to twenty (20) days paid leave, provided the unit member submits timely written verification of required jury duty:

a. The unit member shall submit the court notice and a written request for leave of absence to their direct supervisor or designee school principal immediately upon receipt of notice of jury duty.

b. The unit member and/or the District may seek a postponement or deferral of jury duty to times when the unit member's services are not required by the District, or to times more consistent with the operational needs of the District.

c. The unit member shall receive their his or her regular salary, provided that any compensation received for jury duty, exclusive of mileage fees, is remitted to the District within ten (10) days of receiving compensation for jury duty. In the event the unit member fails to remit jury fees after having received such fees, the District shall be entitled to withhold the appropriate amount from the unit member's last salary check of the school year.

d. A unit member assigned to jury duty shall report to work whenever they are he/she is not required to attend jury duty service.

2. The District may grant an unpaid leave of absence for mandatory appearance as a litigant or witness before a court or administrative agency under the following conditions:

a. The unit member requesting leave under this provision provides a copy of the judicial subpoena or summons requiring their appearance to the Human Resources Division no later than three (3) days before their required appearance, if possible.

~~a.~~ b. The unit member is not litigant in the judicial proceedings. "Litigant" includes plaintiff, complainant, or charging party.

#### I. Legislative Leave

1. An unpaid leave of absence shall be granted, upon request, to a unit member teacher who is elected to the State Legislature for the duration of the term of office.

2. Application for such leave shall be submitted not later than thirty (30) days after the unit member's teacher's election to the State Legislature.

3. During a term of legislative leave of absence, the unit member teacher may be employed by the District to perform less than full-time service requiring certification qualifications for such compensation and upon such terms and conditions as may be agreed upon by the unit member teacher and the District.

4. The unit member teacher shall notify the District of intent to return to service at least thirty (30) days prior to expiration of the term of office.

5. A unit member teacher returning from legislative leave shall be reinstated to a position of equivalent rank and status as that from which leave was granted.

#### J. Other Leave Without Pay

1. The District may grant a unit member teacher, upon written request, an unpaid leave of absence for up to one (1) school year. The District may grant an extension of such leave. The unit member teacher has the responsibility of notifying the Chief Human Resources Officer or

designee of their Superintendent of his/her intention to take such leave in sufficient time to allow presentation of the leave request to the Board of Education at a meeting prior to the date of the beginning of the leave.

2. A unit member teacher may apply for and shall be granted an unpaid medical leave of absence for the remainder of the current school year and up to one (1) additional school year. Such leave may be extended for an additional period of time up to thirty-nine (39) months.

3. If the leave of absence was granted for health reasons, the unit member teacher shall submit, prior to return to service, a doctor's statement certifying the unit member's teacher's capability of resuming the essential duties of the assignment from which leave was granted.

4. A unit member teacher on leave of absence without pay for one (1) year or more shall notify the Human Resources Division District Personnel Office by February 15 of his /her intent to return to service in the District for the following year. Failure to give said timely notification shall result in an automatic extension of leave unless there is a vacancy for which the unit member teacher is competent and qualified to fill and the unit member teacher desires the position.

5. A unit member returning to service shall be returned to the same or equivalent position from which the leave was granted. Considerations shall be made to return the unit member to the same work site whenever possible.

#### K. Sabbatical Leave

1. After completing seven (7) consecutive full school years of service, a unit member employee will be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in a separate six-month period provided such leave is commenced and completed within a three-year period. Unit member Employees may be granted sabbatical leave for the purpose of professional study or travel which will benefit the school and pupils of the District.

2. Applicants for sabbatical leave must submit their requests on the appropriate District form. For a sabbatical leave commencing the second semester, applications must be submitted not later than November 1. For a sabbatical leave commencing the next school year, applications must be submitted no later than February 1 of the school year preceding proceeding the school year for which the leave is requested. The application shall include a description of the professional study or travel for which the sabbatical leave is requested.

3. The Board of Education shall grant the same number of sabbatical leaves each year that are granted to non-unit certificated staff, if requested.

4. Unit members Teachers on sabbatical leave will receive one-half of the salary schedule placement which would have been granted had the unit member teacher not been on leave. The District, upon request, shall contribute toward the payment of fringe benefits the same as a half-time unit member employee. The unit member teacher shall be reinstated to the position from which the leave was granted.

6. The unit member teacher on sabbatical leave may elect to be paid in the same manner as if they he/she were in active service upon furnishing of a suitable bond indemnifying the District

against loss should the unit member teacher fail to satisfactorily complete the professional study or travel intended to benefit the school and pupils of the District leave at the conclusion of the leave of absence. The bond shall be exonerated in the event the failure to render the agreed-upon services is due to death or physical or mental disability of the unit member employee.

7. Sabbatical leave shall count toward regular salary schedule advancement.

8. The unit member teacher shall within sixty (60) calendar days following return to active service, submit a report to the Superintendent or designee certifying the successful fulfillment of the terms and conditions under which the leave was granted. This report shall include:

- a. Official transcripts of all completed course work.
- b. A travel itinerary including fulfillment of leave obligations.
- c. Recommendations of how the sabbatical leave results may be shared with students and staff.
- d. A file of pertinent materials either developed or collected during the leave.

Failure to satisfactorily provide this report shall constitute a failure of the leave conditions and appropriate actions shall be taken to enforce the leave conditions.

#### L. Rights of Unit Members on Leave

1. A unit member teacher granted leave with full or adjusted pay will enjoy the benefits of District employment, the same as if the unit member teacher were on active service. Such benefits shall include, but not be restricted to, full or adjusted salary, credit for salary advancement, fringe benefits, accrual of tenure credit, retirement credit, sick leave, and seniority for layoff as well as eligibility for other leave benefits.

2. A unit member teacher on leave without pay shall be returned to active service at salary, fringe benefits and seniority status no less than the status held when leave was granted, and shall accrue no benefits.

3. A unit member returning from a leave shall be reinstated to the same or equivalent position from which the leave was granted. Considerations shall be made to return the unit member to the same work site whenever possible.

## ARTICLE VII – GRIEVANCE PROCEDURE

### A. Definitions

3. The grievance procedure shall not be utilized to contest the dismissal of a unit member teacher or the application of the requirement of Title VI, Title VII and Title XI, unemployment insurance, the Fair Employment and Housing Act, or any other Federal or State statute for which a specific method of adjudication or review is provided by law.

### B. Procedure

#### 3. Level II

a. In the event the grievance is not resolved to the satisfaction of the grievant at Level I, the grievant may appeal the decision to the assistant superintendent or director of human resources Chief Human Resources Officer or designee within seven (7) days of the receipt of the Level I decision or within ten (10) days of the last date the Level I decision was due.

b. The form shall include a copy of the original grievance filed for decision at Level I.

c. The assistant superintendent or director of human resources Chief Human Resources Officer or designee shall meet with the parties and render a decision in writing within ten (10) days of receipt of an appeal. This time provision may be extended by mutual agreement of the parties.

#### 4. Level III

a. In the event the grievance is not resolved to the satisfaction of the grievant at Level II, the grievant may appeal the decision to the Superintendent or County Administrator, as applicable, within seven (7) days of the receipt of the Level II decision or within ten (10) days of the last date the Level II decision was due.

b. The form shall include a copy of the original grievance filed for decision at Level I and the appeal filed for decision at Level II.

c. The Superintendent or County Administrator, as applicable, shall meet with the parties and render a decision in writing within ten (10) days of receipt of an appeal. This time provision may be extended by mutual agreement of the parties.

#### 5. Level IV

a. In the event the grievance is not resolved to the satisfaction of the grievant at Level III, the grievant may appeal the decision to the Board of Education within seven (7) days of the receipt of the Level III decision or within ten (10) days of the last date the Level III decision was due.

b. The form shall include a copy of the original grievance filed for decision at Level I, the appeal filed for decision at Level II, and the appeal filed for decision at Level III.

c. The Board of Education shall consider the appeal at its next regularly scheduled Board meeting after receipt of the appropriately filed grievance and render a decision in writing within ten (10) days from the meeting. Copies shall be delivered to the grievant and the Association.

d. As needed and as requested by the Board of Education, the parties may be asked to personally attend the appeal hearing in closed session. In cases where the Board requests a personal appearance by the parties, a waiver of the timeline shall apply until the next scheduled Board meeting.

#### 5. Level IV

a. In the event that the grievance is not resolved at Level III, the Grievant shall, within five (5) days of the conclusion of Level III, 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.

b. The Association shall notify the superintendent or designee in writing within ten (10) days after receipt of Level V decision if the Association demands arbitration of the grievance.

c. The parties shall agree within seven (7) days on an acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the parties shall request a list of five arbitrators from the American Arbitration Association from which the parties shall alternately strike names and the remaining name shall become the arbitrator.

d. If any question arises concerning the arbitrability of the grievance, upon written mutual agreement of the parties, such question(s) shall first be ruled upon by the arbitrator at a separate arbitration hearing.

e. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of the Agreement.

f. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the terms of the Agreement.

g. The arbitrator shall be without power to make decisions limiting or interfering with the powers, duties and responsibilities of the Board under its by laws, applicable law, and rules and regulations having the force and effect of law giving full legal effect to Article XXIV.

h. The arbitrator shall consider only those issues, facts, opinions and information which have been properly carried through all prior steps of the grievance procedure.

- i. All costs for the services of an arbitrator including, but not limited to, per diem expenses, travel expenses and subsistence expenses, shall be borne equally by the Association and the District.
- j. All other costs will be borne by the party incurring them.
- k. The arbitrator shall render the decision no later than thirty (30) days after the conclusion of the hearing or within a time period mutually agreed to by the parties. Such decision shall be final and binding on the parties.
- l. Copies of the award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue and copies shall be furnished both parties.
- m. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- n. The arbitrator shall have no power to establish salary schedules or structure.
- o. In case of a grievance involving any contingency or other money claim against the District, no award shall be made by the arbitrator which shall allow any alleged accrual when such grievance has not been presented to the District in writing within twenty (20) days of the occurrence of the act or omission giving rise to the grievance or when the grievant could be reasonably expected to know the event which gives rise to the grievance.
- p. The arbitrator shall not interpret State or Federal law but confine the decisions to the contents of the Agreement.
- q. The arbitrator shall not hear a grievance previously barred by the parties or an arbitrator or an issue previously denied by an arbitrator.

## 6. Level V

- a. The Association shall notify the Superintendent or County Administrator, as applicable, in writing within ten (10) days after receipt of Level IV decision the mediator's recommendation if the Association demands arbitration of the grievance.
- b. The parties shall agree within seven (7) days on an acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the parties shall request a list of five arbitrators from the American Arbitration Association from which the parties shall alternately strike names and the remaining name shall become the arbitrator.

- c. If any question arises concerning the arbitrability of the grievance, upon written mutual agreement of the parties, such question(s) shall first be ruled upon by the arbitrator at a separate arbitration hearing.
- d. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of the Agreement.
- e. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the terms of the Agreement.
- f. The arbitrator shall be without power to make decisions limiting or interfering with the powers, duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law giving full legal effect to Article XXVIII, Management Rights.
- g. The arbitrator shall consider only those issues, facts, opinions and information which have been properly carried through all prior steps of the grievance procedure.
- h. All costs for the services of an arbitrator including, but not limited to, per diem expenses, travel expenses and subsistence expenses, shall be borne equally by the Association and the District.
- i. All other costs will be borne by the party incurring them.
- j. The arbitrator shall render the decision no later than thirty (30) days after the conclusion of the hearing or within a time period mutually agreed to by the parties. Such decision shall be final and binding on the parties.
- k. Copies of the award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue and copies shall be furnished both parties.
- l. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- m. The arbitrator shall have no power to establish salary schedules or structure.
- n. In case of a grievance involving any contingency or other money claim against the District, no award shall be made by the arbitrator which shall allow any alleged accrual when such grievance has not been presented to the District in writing within twenty (20) days of the occurrence of the act or omission giving rise to the grievance or when the grievant could be reasonably expected to know the event which gives rise to the grievance.
- o. The arbitrator shall not interpret State or Federal law but confine the decisions to the contents of the Agreement.



p. The arbitrator shall not hear a grievance previously barred by the parties or an arbitrator or an issue previously denied by an arbitrator.

#### 7. Level VI

a. The Association shall notify the Superintendent or designee in writing within ten (10) days after completion of the mediation process at Level V if the Association demands arbitration of the grievance.

#### 7. 8. Miscellaneous

**ARTICLE VIII – WORKDAYS AND HOURS OF EMPLOYMENT**

A. All unit member 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 unit members teachers except counselors and psychologists shall work 180 pupil days, three (3) professional development days, and two (2) pupil free days.

Counselors assigned to Inglewood High School, and Morningside High School, City Honors Preparatory High School and Continuation 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. Effective July 1, 2019, the following language pertains to the scheduling of work days for counselors and psychologists beyond 185 days. By May 1 of the preceding year, counselors and psychologists shall consult with their site or department administrator or designee to set their start and end dates and work days for the following work year. Changes to the work calendar may be made after May 1 by mutual agreement.

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 unit member teacher workday with the exception of counselors, CDC unit members teachers, and psychologists, shall be as follows:

	<b>Student Day</b>	<b>Unit Member Teacher Day</b>
1. <u>Kindergarten</u> Grades <u>TK 1-3</u>	8:15-2:00	7:45-2:30
2. Grades 4-8	8:15-2:20	7:45-2:30
3. Grades 9-12 (High Schools)	8:15-2:45	7:45-2:55

4. The workday for counselors and psychologists shall be 7:45-3:45, inclusive of a duty free lunch of no less than thirty (30) minutes.

5. The workday for CDC unit members teachers shall be as defined in Article V of this Agreement.

6. All unit members shall sign in at the work site designated location(s) no later 15 minutes prior to the beginning of the Student Day and shall sign out at the designated location, but no earlier than the end of the unit member teacher day.

C. The District and the Association also recognize that unit members teachers participate in adjunct duties on an assigned and voluntary basis. The adjunct duties include, but are not limited to, supervising pupils; supervising and providing leadership in pupil organizations and activities; cooperating in parent and community activities; and supervising unit member teacher aides. The principal shall make every effort to see that adjunct duty responsibilities are scheduled as far in advance as possible so that unit members teachers may plan their instructional preparation activities to accommodate them. In making adjunct duty assignments, the principal shall seek unit member teacher volunteers before making adjunct assignment. Voluntary time shall count along with assigned time in the balancing out of the sharing of the adjunct duty responsibilities among unit members teachers. In requiring unit members

teachers to perform adjunct duties, the District shall act in a reasonable and equitable manner. After school duties, bus duty and breakfast duty shall be in accordance with past practice.

D. Secondary unit members teachers shall have planning and preparation time in manner reasonable consistent with past practice. If the District determines to hire credentialed unit members 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 unit members teachers.

E. Each unit member teacher shall have a duty-free uninterrupted lunch period. Any lunch period that is of legal minimum length shall have a passing period of at least five (5) minutes added to the beginning and/or end of that lunch period.

F. Unit members Teachers who travel from one school to another on a regular basis shall have the same rights as other unit members teachers in the same status, in addition to receiving travel time.

G. It shall be the responsibility of the principal to see that, through class assignment schedules, unit member teacher has time for a physical relief break.

H. Unit members A teacher who, in the performance of District service, are is required to use their his/her personal automobile shall be compensated for mileage at the District authorized rate.

I. Principals shall not schedule faculty meetings more than once a week, except in an emergency. Faculty meetings, as a rule, should not exceed one hour in length.

J. Unit members Teachers are required to attend Back-to-School and Open House activities consistent with past practice.

K. The number of class preparations assigned to unit members in departmentalized classes, grades 6 through 12 shall not exceed 3, unless compelling educational reasons dictate otherwise.

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 shall select one of these 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.

M. For the 2011-2012 and 2012-2013 school years, department and grade level chairpersons shall be elected at each school site by the members of their department. Chairpersons shall be elected for a one (1) year term. Department and grade level chairpersons shall be elected by a formal majority vote of department or grade level members. Department chairpersons must have a minimum of four (4) sections in the department. In the case of a tie vote, the unit member with the least recent service as a department or grade level chairperson at the site shall become chairperson. If neither unit member has previous as a department or grade level chairperson at the site, the unit member with the greatest

seniority at the site shall become chairperson. The site principal shall have the authority to veto the results of the first election. If the principal veto authority is utilized, then the department shall have a second election and the winner of the first election shall be eligible as a candidate. The site principal shall have the authority to veto the results of a second election. If the principal veto authority is utilized after the second election, the ITA President and the Associate Superintendent for Academic Services shall meet to resolve the issue.

Voting for Department Chairpersons and Grade Level Chairpersons shall take place no later than September 10 of each year that this process is in place, beginning with the 2011-2012 school year. This process shall be in full force and effect for the 2011-2012 and 2012-2013 school years, after which this process shall automatically revert to the language in effect for the 2010-2011 school year.

N. Beginning July 1, 2000, the District will provide additional planning time to elementary unit members teachers by eliminating yard duty.

## ARTICLE IX – TRANSFERS & REASSIGNMENTS

### C. Unit Member Initiated Transfer Requests

1. d. A unit member may submit a request for transfer at any time to the District personnel office by completing and submitting a Transfer Request Form. A copy of Transfer Request Form shall be given to the unit member's administrator principal. No transfer shall be made earlier than thirty (30) days after the Transfer Request Form is received in the Human Resources Division District personnel office. The transfer request shall be valid one calendar year.

2. d. Unit members interested in a voluntary transfer shall be selected by the District based upon of the following considerations:

a. Credential appropriate to the open position

b. Training and qualifications

c. Experience in the discipline or appropriate to non-classroom openings

d. Program needs of the District that can be articulated

e. Unit members interested in a transfer, may request an interactive meeting with the prospective site administrator to review existing practices and policies at the receiving site in order to enhance the instructional program. The meeting may include other unit members at that site selected jointly by the administrator and ITA. Such requests for an interactive meeting shall be granted by the prospective administrator.

3. e. Unit members who are denied transfers may request in writing and will be granted a meeting with an appropriate administrator to discuss the transfer denial. Following such meetings, unit members may request and will receive written rationale rational for the denial of their his/her transfer request.

4. f. A transfer request shall not be denied by the unit member's administrator principal. Unit members shall be free from any reprisals because of requesting a voluntary transfer.

The District shall utilize the following criteria in determining which unit member will be voluntarily transferred.

a. Credential appropriate to the open position.

b. Training and qualifications.

c. Experience in the discipline or appropriate to non-classroom openings.

d. Program needs that can be articulated.

5. When two or more candidates have applied for the same position and other qualifications are administratively determined to be equivalent, the candidate with the most seniority in the District shall be transferred.

### D. Involuntary Transfers

1. To improve the educational programs of the District, unit members may be reassigned or transferred to another school if the District determines that such changes of assignment would be beneficial.
2. ~~Administrative reassignments or~~ Involuntary transfers shall be limited for any individual unit member except ~~reassignments transfers~~ due to declining enrollment, to no more than once in any consecutive three (3) year period.

#### E. Reassignments

1. Reassignments shall be limited for any individual unit member except due to declining enrollment, to no more than once in any consecutive three (3) year period.
2. The District shall make every effort to limit reassignments to a four (4) grade span limit inclusive.

#### E. F. Transfer Related To Closing Of A School

#### F. G. Miscellaneous

3. If unit members are transferred from one work location to another, are moved to a different room at the same work location, or are reassigned at the same work location after the beginning of the school year, the unit member(s) 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 Chief Human Resources Officer or designee Director of Human Resources.

## ARTICLE XVI – EVALUATION PROCEDURE

The District and ITA 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 meet during the 2015-16, 2016-17, and 2017-18 2021-22 school year, no later than April 1 of each year and shall make recommendations to the ITA and IUSD Bargaining Teams no later than June 1 of each year, for possible implementation during the following school year. The current evaluation form and evaluation procedures shall remain in effect unless changed through the bargaining process.

Q. Effective July 1, 2019, Counselors Psychologists shall be evaluated based on goals and objectives agreed to by the unit member and evaluator, set forth in the National Association of School Psychologists (NASP) Practice Model 10 Domains.

## ARTICLE XX – ORGANIZATIONAL SECURITY - PAYROLL DEDUCTIONS

A. Any unit member who is a member of the Inglewood Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

B. The Association shall indemnify, defend, and hold harmless the District against any administrative and/or court action challenging the legality of this organizational security provision or its implementation.

B. Any unit member who is not a member of the Inglewood Teachers Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section A of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section A, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in Section A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

C. Any unit member who is a member of a religious body whose traditional tenets prohibit joining or financially supporting an employee organization shall not be required to join or financially support the Inglewood Teachers' Association CTA/NEA as a condition of employment. Such unit member shall pay, in lieu of a service fee sums equal to such service fee to the charity of their choice which is nonreligious, non-labor, and is exempt from taxation under Section 501 (c) (3) of Title 25 of the Internal Revenue Code. Such charities will include:

- a. Inglewood Education Foundation
- b. American Red Cross
- c. Sickle Cell Anemia Fund
- d. Foundation to Assist California Teachers
- e. Brotherhood Crusader Fund
- f. United Negro College Fund
- g. American Cancer Society
- h. American Heart Association

Such payment shall be made on or before November 1 of each school year. Proof of payment and a proof of membership in a religious body pursuant to this Section shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Section A and B above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall



be presented on or before November 1 of each year. Any unit member making payments as set forth in this Section and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

D. With respect to all sums deducted by the District pursuant to Section A and B above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or nonmembership in the Association, and indicating any changes in personnel from the list previously furnished.

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The Association and District hereby agree as follows:

CTA agrees to pay to the District all legal fees and legal costs incurred by the District in the dismissal of any certificated employee pursuant to the agency fee provisions of this Agreement.

CTA agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

F. CTA shall have the exclusive right to decide and determine whether such action or proceeding referred to in Paragraphs (1) and (2) shall or shall not be compromised, resisted, defended, tried or appealed.

## 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 One or more of these steps may be skipped, based on the District's perceived seriousness of the unit member's misconduct

1. Verbal notice to the unit member of the alleged misconduct.
2. If misconduct is substantiated and is not corrected, either an oral A verbal or written reprimand warning shall be given to the unit member but-not placed in their his/her personnel file. The unit members shall be provided an opportunity to correct misconduct.
3. If misconduct continues, If the misconduct is not corrected, a formal written reprimand to the unit member, will be placed in the personnel file, along with the inclusion of other prior documentation related to the which shall include the facts substantiating the unit member's misconduct previously not placed in the unit member's personnel file. This formal reprimand and, if appropriate, shall include the facts substantiating the unit member's misconduct and the consequences for continued misconduct. an indication of the consequences and further discipline.
4. In cases where particularly egregious misconduct requires immediate formal discipline, the district may implement a formal written reprimand and/or Suspension in accordance with Section B the provisions set forth below.
5. To the extent required by law, a unit member may request and shall be entitled to union representation at any meeting he/she they feel may reasonably result in discipline.

B. Suspension: The District may suspend unit members employees without pay for up to fifteen (15) working days, pursuant to the following provisions:

1. The suspension shall be for just cause, including but not limited to, insubordination, failure to perform assigned duties, unprofessional conduct, excessive absenteeism or tardiness, violation of a District policy or work rule, the causes set forth in Education Code sections 44932 and 44933.
2. The Chief Human Resources Officer Superintendent or their his/her designee shall give written notice to the unit member employee of the District's intent to suspend the unit member employee. The notice shall include the specific facts and cause(s) on which the suspension is based, length of the suspension, and notice of an opportunity to meet to discuss the basis for the suspension. a statement that the employee has a right to an informal hearing regarding the proposed suspension with the Superintendent or his/her designee prior to the suspension, and a proposed date, time and place for such a pre-suspension hearing.
3. The unit member shall have five (5) working days in which to respond to the notice of intent to suspend suspension. If the employee does not respond, the District will schedule the suspension and provide notice thereof to the employee. The unit member's employee's response to the notice of intent to suspend suspension, if any, shall confirm the proposed date and time for the pre-suspension meeting hearing, propose another date within five (5) working

days from the date of the District's notice of intent to suspend, their notice to the district, for hearing or waive such hearing. The pre-suspension hearing, unless waived, shall take place within five (5) school days from the date of the notice. If the unit member does not respond, the District will schedule the suspension and provide notice thereof to the unit member.

4. The pre-suspension meeting hearing shall be informal and conducted by the Chief Human Resources Officer Superintendent or their his/her designee. The unit member employee shall be given the opportunity to present facts and arguments regarding the proposed suspension.

5. The decision to suspend shall be made by the Chief Human Resources Officer Superintendent or their his/her designee. The Chief Human Resources Officer Superintendent or their his/her designee shall inform the unit member employee of their his/her decision within five (5) working days from the date of the pre-suspension meeting hearing or within five (5) days from the date of the notice of intent to suspend suspension, if the unit member employee did not respond.

6. The District shall schedule the suspension at its discretion. The suspension may be scheduled during the school holidays and in one or more than one "block"(s) of time.

7. Disputes as to whether a suspension was based on just cause or whether there has been a violation of the procedure set forth herein shall be resolved pursuant to the grievance procedures.

8. In emergency situations requiring immediate suspension, the District may suspend the unit member employee without scheduling a pre-suspension meeting hearing. In such emergency situations, the Chief Human Resources Officer Superintendent or their his/her designee shall schedule an informal hearing with the unit member employee, and provide the unit member employee with written notice thereof within five (5) working days after the suspension has begun.

C. Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension of mandatory leave of absence proceedings as set forth in Education Code sections 44939, 44940 and 44942; nor shall discipline under this Article be regarded as a pre-condition of proceedings under the Education Code.

D. The unit member employee may request the presence of a union representative at the pre-suspension meeting hearing during the post-suspension grievance, and/or arbitration proceedings.

## ARTICLE XXIIIIV – ASSOCIATION RIGHTS

C. The District shall provide the Association upon request with up to three (3) digital and/or hard copies of the complete Board of Education agenda, except for materials which are for executive session, at the same time said agendas are made available to Board members.

E. The District shall furnish the Association with the names and work location(s) of all unit member employee in the bargaining unit upon request, but not more than twice a year. In addition, the District shall furnish the Association with the personal addresses, personal telephone numbers, personal email addresses (if available) of all unit members in the bargaining unit upon request, unless the District has been notified in writing by the unit member that any of this information not be released to the Association.

G. Nothing in this Article is intended to limit the rights of the District or unit member employee of the District as specified under law.

H. The ITA President shall be provided up to 50% release time. The Association shall reimburse the District for the cost of a substitute when a substitute is required including benefits. The ITA President and his/her principal shall mutually determine the schedule for said release time.

The ITA Grievance chairperson shall be provided up to four (4) hours of release time per week as necessary for the processing of grievances. In the event that the District is not reimbursed for this release time through application for state mandated cost, the Association shall reimburse the District for the cost of a substitute when a substitute is required or a regular unit member employee when no substitute is available. The ITA Grievance chairperson shall provide the District's Director of Personnel Chief Human Resources Officer or designee with a record of release time hours utilized for grievance processing. The ITA Grievance Chairperson shall notify the principal of their his/her school on Monday of each week regarding any anticipated use of release time during the week.

I. The District and the Association encourage candid, open and collaborative interaction between unit members teachers and site administration. No reprisal shall be taken against those who express their views on school-related issues and school environment.

## 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 two (2) articles per party, in addition to Article 12 & Article 13.~~

A. C. No later than March 15 of the calendar year in which this Agreement expires, the Association shall notify the Board of its intent to modify, amend or terminate this Agreement by presenting its initial proposals to the Board in a public meeting. The Board will hold a public meeting not later than two regular meeting dates after the presentation by the Association of its initial proposal for public input. Not more than two regular meetings after the public hearing of the Association's initial proposals, the Board will present its initial response to the Association's proposals.

B. D. The parties shall meet and negotiate in good faith on a successor proposal after the Board responds to the Association's initial proposals.

C. E. The District shall provide the Association with data in its possession requested by the Association and pertaining to negotiations. Upon request, the District shall provide the Association with information in its possession relevant and necessary to negotiations to the extent required by law.

## ARTICLE XXXI – TERM

A. The term of this Agreement shall be effective July 1, ~~2018~~ 2021, through June 30, ~~2021~~ 2024.

No later than April 1 of the 2022-2023 school year, the District and Association may reopen negotiations on two (2) articles in this Agreement in addition to Article XIII, Fringe Benefits. Article XII, Compensation, will not be reopened for 2022-2023.

No later than April 1 of the 2023-2024 school year, the District and Association may reopen negotiations on two (2) articles in this Agreement in addition to Article XII, Compensation, and Article XIII, Fringe Benefits. IUSD and ITA agree to reopen two Articles of the CBA as well as Salary and Benefits for 2020-21 according to the provisions in Article XXVI.B. By mutual agreement the parties may choose to modify this Agreement at any time.