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ARTICLE I – AGREEMENT

- A. The Articles and provisions contained herein constitute an agreement by and between the Governing Board of the Inglewood Unified School District (Board) and the exclusive representative of teachers, the Inglewood Teachers Association (Association) an affiliate of the California Teachers Association (CTA) and the National Education Association (NEA) henceforth referred to as Board and Association respectively.
- B. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the California Government Code.

ARTICLE II – RECOGNITION

- A. The Board recognizes the Association as the exclusive representative of certificated employees of the Board employed as contract classroom teachers, K through 12, including temporary employees, Children Center teachers (Child Development, Head Start, and Latchkey), Program Coordinators (State and/or Federal Projects), Specialists, Program Specialists (State and/or Federal Project), school nurses, home teachers, special education teachers, elementary P.E. teachers, department chairpersons, librarians, reading resource teachers, athletic directors, language, speech and hearing specialist, music teachers, counselors, psychologists, and Adult Education teachers for the purposes of meeting and negotiation as defined in the Rodda Act (California Government Code sections 3540, et seq.).

ARTICLE III – DEFINITIONS

- A. *Teacher* means any person included in the bargaining unit, as defined in Article II and therefore covered by the terms of this Agreement.
- B. The term *Association* means Inglewood Teachers Association (ITA) an affiliate of CTA/NEA.
- C. *Board* means the Inglewood Unified School District’s Board of Education.
- D. *District* means the Inglewood Unified School District.
- E. *Daily Rate of Pay* means the annual salary of a teacher as determined by the teacher’s placement on the salary schedule divided by the teacher’s required days of service during the regular school year.
- F. *Hourly Rate of Pay* is the unit member’s daily rate of pay divided by six (6).
- G. *Extra Duty Rate of Pay* refers to compensation provided to unit members for service to the District performed outside the normal contract day, excluding any adjunct duties identified in Article 8.
- H. *Parties* means the Association and the District.
- I. *CDC or Children’s Center* means the Inglewood Child Development Center.
- J. *CDC* teachers shall be teachers as defined by the State Department of Education and the federal government.
- K. *Day* means any day that the District’s Center Office is open for business.
- L. *Seniority* means the status of an employee with respect to total length of service with the District. Seniority shall be computed from the employee’s first day worked since the most recent date of hire.
- M. *Appropriate Credential* means a credential issued by the State of California authorizing a person to teach as a designated grade level.

ARTICLE IV – TEMPORARY TEACHERS/PROBATIONARY STATUS

- A. Temporary teachers who serve in the District under a temporary (LTS) contract for two (2) consecutive years shall receive a probationary contract upon employment for the third year. A year or temporary service shall be defined as at least 75% of a full contract teacher's work year.

ARTICLE V – CHILD DEVELOPMENT

- A. Child Development Center teachers work 7 hours per day.
- B. Vacations for Children’s Center Teachers - Children’s Center teachers shall be entitled to a vacation period of fifteen (15) working days with pay after having served for a period of twelve (12) months; seventeen (17) working days with pay after the fifth (5th) year of service; and twenty-two (22) working days with pay after the tenth (10th) year of service. [Current language from Regulation 4400(a)].
- C. Child Development Center teachers shall work the required number of days as specified by the annual contract from the Department of Education, Office of Child Development, inclusive of paid vacation, sick leave and other leave days.
- D. Child Development Center calendar shall be a part of this Agreement (Appendix A).
- E. The hours of employment for child development teachers shall be set according to needs of the program. Each full-time shift shall include a lunch break of thirty minutes, and morning and afternoon breaks of fifteen minutes each, with the exception of split shift teachers. It is understood and agreed that due to program needs, CDC teachers may be assigned a split shift, with as much as two hours between shifts. The District shall utilize its best efforts to provide Child Development teachers with at least 30 calendar days’ notice prior to any change in assignment which results in a split shift or change in hours.
- F. Preparation periods shall be during children’s rest period (sleeping time).
- G. Child Development Center class size shall meet the contract requirements of the Department of Education, Office of Child Development.
- H. The Child Development Salary Schedule shall be in accordance with Appendix B.
- I. CDC teachers shall have twelve (12) days accumulative sick leave per year and other leaves in accordance with Article VI of the Agreement.
- J. Any teacher who performs regular service on a day declared by federal or state law to be a holiday shall be given compensating time off on a day-for-day basis as long as the contractual agreement with the Office of Child Development is met.
- K. Child Development Center teachers shall be subject to all other provisions of this Agreement to the extent the Agreement is consistent with the Office of Child Development Guidelines whereupon the Office of Child Development Guidelines shall supersede the Agreement.

ARTICLE VI – LEAVE PROVISIONS

A. Sick Leave

1. Full-time teachers shall be entitled to ten (10) days leave with full pay each school year for purposes of personal illness or injury. 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. 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 but may be taken any time during the current school year, provided such leave does not exceed the current year's allocation and the 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 an employee upon separation from the District.
3. The District shall provide each teacher 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.
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. 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.
5. Teacher shall accumulate from year to year without limitation the amount of sick leave not utilized.
6. The teacher shall 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 an employee's service commences prior to the regularly scheduled school day, the employee shall contact the District Office (SAMS) no later than one and one-half (1-1/2) hours prior to the start of the teacher's workday. The notification described herein shall also include an estimate of the expected duration of the absence.

7. If the teacher intends to return to work before or after the date given to SAMS, the teacher shall notify SAMS by 2:00 p.m. on the day preceding the return to work date given SAMS. The District will not be required to return a teacher to work until he or she complies with the notice provisions of this paragraph.
8. Sick leave shall be utilized in increments of not less than two (2) hours.
9. Upon return to work from an absence of 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. 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.

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 of the Personnel Division, using the approved District form, under the following circumstances:
 - a. When a 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.
 - b. When a teacher is absence due to illness for more than five (5) consecutive days, a leave form shall be required. On or before the sixth (6th) day of absence, the unit member shall notify the Personnel Division of his/her 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

Teachers may elect without prior approval to use up to seven (7) days of sick leave in any school year for personal necessity 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 Personnel Division for use of personal necessity leave in these circumstances:

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 person not covered by bereavement leave.
2. Serious accidents involving circumstances the unit member cannot reasonably disregard and which requires 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@ which the unit member cannot reasonably disregard and requires 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 his/her attention during assigned hours.
5. The birth of a child, making it necessary for the parent to be absent from 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 teacher is not a litigant against the District.
7. In any case where a witness fee is payable, such fee may be collected by the teacher and remitted to the District. A teacher who chooses to retain any witness fee shall be paid the difference between the 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 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 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 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.
 - a. Aunt and uncle are defined as the sister or brother of the unit member's own mother or father.
3. A teacher exercising this leave of absence provision shall notify his or her immediate supervisor and the District office (SAMS) as soon as possible, indicating the expected duration of the absence. Under no circumstance is a teacher to leave the site without notice to his or her immediate supervisor, or if the immediate supervisor is not available, the next ranking administrator, or if no administrator is available, the teacher shall notify the school office.

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. 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.
3. Having qualified for leave under the provisions of Section D of this Article, the 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. This provision is recognized as an exception to the general practice that paid leaves can only be taken from a status of active duty.
4. A 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 unit member's physician.

5. The unit member shall notify the District of her impending return as provided in section A, 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 her 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 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 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 employees.
2. The teacher shall apply for such leave as soon as practicable but not later than twenty (20) work days prior to the date on which the leave is to begin, whenever practicable. Such application shall be in writing and shall include a statement as to the dates that the 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 teacher and there is an opening, the 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 teacher.

4. In the event of a miscarriage or death of a child while the teacher is in such leave status, the 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 an employee's assigned duties with the District.
2. The 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 employee claiming such leave shall be examined by a physician of the employee's choice if said employee has filed with the District Risk Manager said choice prior to the incident resulting in the injury or illness. If the teacher has not filed said choice, the 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 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 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 within twenty-four (24) hours to the teacher's immediate supervisor unless the teacher is incapacitated and cannot make said report.
 - b. A unit member filing such report may be placed on sick leave until such time as the teacher's illness or injury is verified by Risk Management as being work-related.
 - c. When verification from Risk Management is received in the Personnel Division, the unit member's sick leave will be changed to industrial leave and he/she will be notified accordingly.
 - 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.
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 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 teacher intends to return to work before or after the date given to SAMS, the teacher shall notify SAMS by 2:00 p.m. on the day preceding the return to work date given SAMS. If the employee fails to notify the District as specified herein and returns to work, the 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 an award granted the 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.

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 the 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 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 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 Personnel Division no later than three (3) days before their required appearance, if possible.
 - b. The term "litigant" in this section does not mean plaintiff, complainant or charging party.

I. Legislative Leave

1. An unpaid leave of absence shall be granted, upon request, to a 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 teacher's election to the State Legislature.
3. During a term of legislative leave of absence, the 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 teacher and the District.
4. The 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 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 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 teacher has the responsibility of notifying the 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 teacher may apply for and shall be granted an unpaid health 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 teacher shall submit, prior to return to service, a doctor's statement certifying the teacher's capability of resuming the essential duties of the assignment from which leave was granted.
4. A teacher on leave of absence without pay for one (1) year or more shall notify the 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 teacher is competent and qualified to fill and the 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, an employee will be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in separate six-month period provided such is commenced and completed within a three-year period. 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 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. Teachers on sabbatical leave will receive one-half of the salary schedule placement which would have been granted had the teacher not been on leave. The District, upon request, shall contribute toward the payment of fringe benefits the same as a half-time employee. The teacher shall be reinstated to the position from which the leave was granted.

6. The teacher on sabbatical leave may elect to be paid in the same manner as if he/she were in active service upon furnishing of a suitable bond indemnifying the District against loss should the teacher fail to satisfactorily complete the 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 employee.
7. Sabbatical leave shall count toward regular salary schedule advancement.
8. The teacher shall within sixty (60) calendar days following return to active service, submit a report to the Superintendent 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 teacher granted leave with full or adjusted pay will enjoy the benefits of District employment, the same as if the 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 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

1. A grievance is defined as an alleged violation of the express written terms of this Agreement.
2. Alleged violations of Board Policy and/or Administrative Rules shall be adjudicated in accordance with Board Policy and shall not be subject to this grievance procedure.
3. The grievance procedure shall not be utilized to contest the dismissal of a 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.
4. For purposes of this article, a “day” is any day in which a unit member is required to render service by this Agreement.
5. A grievant or an aggrieved person is any person(s) in the bargaining unit or the Association itself as defined in this Agreement.
6. Immediate supervisor is the lowest level administrator having immediate authority over the grievant.
7. A party in interest is any person who might be required to take action or against whom action might be taken in order to resolve a claim.

B. Procedure

1. Informal Level
 - a. Before filing a formal written grievance, the grievant shall attempt to resolve a grievance by an informal conference with the grievant's immediate supervisor. The informal level may be initiated at the level of the administrator which gives rise to the grievance if the immediate supervisor is not responsible for the grievance. Said conference shall be requested within twenty (20) days of the occurrence of the act or omission giving rise to the grievance or of the date when the grievant could be reasonably expected to know of the act or omission which gives rise to the grievance.
 - b. The immediate supervisor shall hold a conference with the grievant within five (5) days of receipt of a request and respond to the grievant within two (2) days after the conference. At the request of either party, any resolution of the grievance at the informal level shall be reduced to writing and

signed by the supervisor and the grievant within five (5) days of the conference.

- c. The grievant may be represented by an Association representative at all meetings and hearings of the grievance procedure.
- d. If the immediate supervisor does not hold a conference or respond within the time limits stated above, then the grievant may proceed to Level I with the grievance.

2. Level I

- a. If a grievant is not satisfied with the results of the conference, the grievant must, no later than five (5) days after the response, present the grievance in writing on the approved form to the immediate supervisor. The grievant shall supply a clear, concise statement of the grievance including identification of the provision or provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal level, and the specific remedy sought.
- b. The immediate supervisor shall meet with the grievant and shall provide a written response within seven (7) days after receiving the grievance.

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 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 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 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 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.

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 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.
- 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.

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 of the Association demands arbitration of the grievance.

8. Miscellaneous

- a. Nothing contained herein will be construed as limiting the right of any unit member alleging a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given an opportunity to be present at such adjustment and to share its views.
- b. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits, however, may be extended by mutual written agreement.
- c. Failure of the grievant or Association to abide by any of the time limits specified in this Article constitutes a waiver of any further proceeding under this Article. The Association shall be given an opportunity to file a written response to any proposed settlement prior to the final resolution of the grievance.
- d. No reprisals of any kind shall be taken by the District or its agent against anyone by any reason of participation in the grievance procedure.
- e. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.
- f. The processing of a grievance beyond Level IV shall constitute an expressed election on the part of the grievant that the grievance arbitration procedure is the chosen form for resolving the issues contained in the grievance and that the grievant will not resort to any other forum for resolution or review of the issues.
- g. Every effort shall be made to schedule hearings for the processing of grievances at times which will not interfere with the regular teaching periods of the participants. If any grievance hearing must be scheduled during teaching periods, the grievant, the teacher who is the representative, or any other teacher required by either party to participate

as a witness in such hearing, shall be released from duties without loss of pay for participation at the 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 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 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 teacher workday with the exception of counselors, CDC teachers, and psychologists, shall be as follows:

	Student Day	Teacher Day
1. Kindergarten Grades 1-3	8:15-2:00	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 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 Teacher Day.		

- C. The District and the Association also recognize that 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 teacher aides. The principal shall make every effort to see that adjunct duty responsibilities are scheduled as far in advance as possible so that teachers may plan their instructional preparation activities to accommodate them. In making adjunct duty assignments, the principal shall seek 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 teachers. In requiring 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 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.
- E. Each 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. Teachers who travel from one school to another on a regular basis shall have the same rights as other 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, each teacher has time for a physical relief break.
- H. A teacher who, in the performance of District service, is required to use 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. 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 teachers by eliminating yard duty.

ARTICLE IX – TRANSFERS & REASSIGNMENTS

A. Definitions

1. Transfer refers to a change of assignment from one school site to another.
2. Reassignment refers to any change from one grade level to another, from one subject area to another, or from one bargaining unit position to another bargaining unit position at the same school site.

B. Posting Of Vacancy Notices

1. Notices of vacancy shall be posted in all schools and the District office, and on the District website. If a unit member wishes to be notified of vacancies during the summer time, the unit member shall provide the Human Resources with a written request for notification of vacancies by type, which will be mailed to a specified address. The Association shall receive a copy of all notices of vacancy. The notice of vacancy shall be sent for posting not less than ten (10) days prior to the closing date for applications.
2. All notices for vacancy shall include:
 - a. Closing date for receipt of application which shall not be less than ten days after notices are distributed for posting.
 - b. Site location for vacancy if known.
 - c. Grade level and/or subject area if known.
 - d. Credential requirement and/or job description
3. A list of vacancies, if any, shall be posted in each school by May 1. Updated lists will be posted by June 1 and June 15 and September 1. If a unit member wishes to be notified of vacancies during the summer months, the unit member shall provide the Personnel Office with a written request for notification of vacancies by type, which will be mailed to a specified address.

If a unit member wishes to be notified of vacancies during the summer/off track time, the unit member shall provide the Personnel Office with a written request for notification of vacancies by type, which will be mailed to a specified address.

4. High Needs Positions:

The District shall annually make a designation of the positions it regards as high need. The declaration and posting of the positions shall be made by the District on or before April 15 of each school year.

C. Unit Member Initiated Transfer Requests

- 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 principal. No transfer shall be made earlier than thirty (30) days after the Transfer Request Form received in the District personnel office. The transfer request shall be valid one calendar year.
- 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 for the denial of his/her transfer request.
- f. A transfer request shall not be denied by the unit member's principal. Unit members shall be free from any reprisals because of requesting a voluntary transfer.
- g. 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 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 due to declining enrollment, to no more than once in any consecutive three (3) year period.
- 3. If a change of enrollment requires a decrease in staff or departmental personnel at a particular school or within a particular funded program, the District shall seek volunteers prior to making involuntary transfers.
- 4. The District shall utilize the following criteria in determining which unit member will be involuntarily transferred if no volunteers are obtained.
 - 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 the criteria above are administratively determined to be equivalent, the unit member with the least seniority in the District at the affected site shall be transferred.
6. The administrator of a unit member to be involuntarily transferred, except in transfers due to declining enrollment, will outline in writing upon request the rationale utilized in making the final determination pursuant to the reasons for involuntary transfer. A copy of the response, if requested to be in writing, shall become part of the unit member's permanent file.
7. A unit member transferred involuntarily shall receive notification of the transfer fifteen (15) days prior to actual date of transfer whenever possible.

E. Transfer Related To Closing Of A School

1. In the event of the closing of a school, unit members from the school being closed shall have the right of first preference over other unit members for existing vacancies in the school year after the school has been closed.
2. Unit members affected by the closing of a school shall be notified of their assignment and work location for the coming school year by May 1, to the extent such notification is possible.

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. Unit members 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 assignments are changed during the summer, affected unit members shall be notified by mail addressed to the member's current mailing address on file with the District.
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 Director of Human Resources.

ARTICLE X – SUMMER SCHOOL POSITIONS

A. Application For Appointment To Summer School Positions

1. The District shall notify all certificated staff of the availability of summer school positions. The District shall send a copy of the notification(s) to each ITA Building Representative.
2. Applicants for summer school positions shall file their requests prior to the close of the application period indicated on the notification.
3. ITA appointed representatives will be involved in the prescreening process to insure compliance with the rotation system referred to in "4" below.
4. Final selection for summer school assignments shall be made jointly by the Director of Personnel and the site administrator(s) involved in accord with the following factors listed in rank order:
 - a. Elementary Level Positions:
 - 1) Appropriately credentialed tenured teachers with prior experience teaching at the elementary level in the grade segment for which the application is made. For purposes of this section, grade segments shall be determined as kindergarten through the third grade as one grade segment and grades four through five as the other grade segment;
 - 2) Appropriately credentialed non-tenured teachers with prior experience teaching at the elementary level in the grade segment for which the application is made (i.e., grades K-3 or grades 4-5);
 - 3) Teachers otherwise eligible to teach in the subject area/grade level (i.e. waiver, fully salaried substitution, etc.);
 - 4) If there are two (2) or more equally ranked teachers who are qualified in accordance with numbers (1) or (2) above, selection shall be made in accordance with a rotation system and the applicant with the least recent summer school experience in the District shall be selected.
 - b. Grades 6 Through 12 Positions
 - 1) Appropriately credentialed tenured teachers with regular session prior experience teaching in subject area(s) for which the application is made;

- 2) Appropriately credentialed non-tenured teachers with regular session prior experience teaching at the secondary school level in the subject area(s) for which the application is made;
 - 3) Teachers otherwise eligible to teach in the subject area/grade level (i.e. waiver, fully salaried substitution, etc.);
 - 4) If there are two (2) or more equally ranked teachers who are qualified in accordance with numbers (1) or (2) above, selection shall be made in accordance with a rotation system, and the applicant with the least recent summer school experience in the District shall be selected.
- c. Individual or team of unit members may develop and propose new and innovative programs for summer school. If approved by the principal/district, the programs may be implemented by the teacher/teams who developed the program and not be subject to the procedures set forth above in the initial summer school session of implementation.

ARTICLE XI – CLASS SIZE

A. Class Size

1. Classroom teachers shall be allocated in accordance with the following staffing ratios:

Kindergarten	1-30
Grades 1-6	1-30
Grades 7-12	1-26.5

2. If the following class sizes in individual classes are exceeded past the last working day in September, the bargaining unit member may request a conference with the site administrator and a representative of the Association. Such conference shall be held within three (3) working days of the request. Possible ways to remedy the situation will be explored and the District shall comply with the class size maximums in this section within two (2) working days. The following is based on a school ratio, plus or minus one.

K-3	32
4-6	33
7-12	34

The class size maximums shall be applied only to classes in Math, Language Arts, Social Studies, Reading, Science, Foreign Language, Industrial Arts/Vocational Education and Business courses other than typing.

B. Special Education

1. Unit members assigned to teach RSP classes shall have a caseload of no more than 28, in accordance with Education Code 56362c.

C. Child Development Center

1. Class size shall meet the contract requirements of the Department of Education, Child Development Division.

D. Miscellaneous

1. Nurses, librarians, media specialists, other non-classroom assignment, and special education teachers will not be utilized in the computation or application of the pupil-teacher ratio.
2. Whenever there is a legal limit to the number of workstations, the number of students assigned to that class shall not exceed the number of workstations.
3. The District shall endeavor to staff nurses in accordance with the District's nurses staffing ratio (1 to 4,000). The District shall not layoff any currently employed

nurses for the life of this Agreement.

4. The District shall provide the Association with a copy of all ADA reports within a reasonable time frame of the time they are prepared.

ARTICLE XII – COMPENSATION

A. Salaries

1. AB 1117 Minimum Credentialed Teacher Salaries
 - a. The District shall implement the new beginning credential teacher's salary schedule pursuant to the requirements of AB 1117. The District will develop a separate salary schedule for fully credentialed teachers that includes the salary of the new credentialed teachers. (Appendix B-1)
2. Salary Schedule
 - a. 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. Effective July 1, 2019, the Adult Education teacher salary schedule shall be reflected in Schedule A.
 - c. Effective July 1, 2019, the Counselor salary schedule shall be reflected in Schedule C.
3. Effective July 1, 2017, unit members holding a Doctorate shall receive a \$1,000 stipend.
4. Effective July 1, 2017, unit members holding National Board Certification shall receive a \$1,000 stipend.
5. Mandatory Training
 - a. Bargaining unit members who, due to their position or placement at a particular school, are required in writing by the Superintendent or designee to participate in mandatory trainings outside the school year, shall be compensated at their per diem rate of pay for actual attendance. Accrued leave time may not be used in lieu of actual attendance on these days.

B. Miscellaneous Schedule: Coaching Activities, Department Chair & Extra Duty Rate of Pay

1. Increase the Extra Duty Rate of Pay in Appendix B-6 to \$35.00 per hour, effective July 1, 2016.
 - a. The Miscellaneous Schedule (Appendix B-6) shall include \$2000 stipends for Secondary Department Chairpersons. Department Chairpersons shall receive \$2000 stipends and release time consistent with the language in subsection "3" below.

- b. Head coaches shall have \$1,000 added to their stipends if they did not receive such in 1999-2000.
 - c. Head coaches and assistant coaches for both male and female sports shall receive the same stipend for their respective sports.
 - d. The Academic Decathlon coach shall receive the same stipend as the Head Football coach.
- 2.
- a. The Miscellaneous Schedule shall include a \$2000 stipend for Elementary Instructional Leaders and release time consistent with the language in subsection "3" below.
 - b. Secondary Special Education teachers shall be provided:
 - (1) a preparation period equivalent to regular secondary teachers and an annual stipend of \$2000.
 - c. Middle Schools and grades 6-8 in K-8 schools shall receive \$4,000 for activities and athletic stipends.
3. Secondary Department Chairpersons and Elementary Instructional Leaders
- a. Annual Stipend: \$2000
 - b. Release Time: A minimum of three (3) days of release time per year.
 - c. Department Chairpersons must have a minimum of five (5) section in the department.
 - d. Secondary Department Co-chairpersons and Elementary Instructional Co-Leaders shall split the stipends evenly.
 - e. Two (2) Elementary Instructional Leaders at each elementary school and three (3) in schools with a minimum of 750 students. (Based on prior year's P-II.)
4. All future increases in the Coaching and Activities schedule and the hourly rate will be included in negotiations for increases on the regular Teachers Salary Schedule.
5. Program Coordinators
- Effective July 1, 2002, the stipend for Program Coordinators shall be increased to \$2,000 annually.

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:

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

C. Action Plan ITA and the District leadership agree that student progress towards state standards is vitally important. ITA and the District will develop a plan of action and work cooperatively to improve instruction and student achievement to meet or exceed the targeted levels of the State Academic Performance Index. ITA and the District agree that student progress toward standards is and could be a factor in future negotiations.

A. Effective July 1, 2004 certificated bargaining unit employees shall be paid once per month at the end of each month in accordance with Education Code.

E. National Board Certified Teachers

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.

- E. Effective January 1, 2019, Psychologists that provide District approved evidence (e.g., BCLAD credential, district approved exam, etc.) of written and oral bilingual skills shall receive a \$2,000 stipend.

ARTICLE XIII – FRINGE BENEFITS

A. Medical Care Insurance

1. Effective October 1, 2018, the maximum District annual contribution for District medical insurance for each eligible full-time unit member shall be equivalent to 100% of each tier (1 party, 2 party, 3 or more) of the District's lowest cost HMO medical health benefit plan.
2. The maximum District annual contribution for District medical insurance shall be prorated for unit members working less than full-time.
3. The District's annual medical contribution may 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 parent's selected District medical plan.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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. The District shall include IRC 125 plan enrollment forms each year in the Open Enrollment packet distributed to members.

10. 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:

1. 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:
2. He/she is enrolled in a district approved medical plan at the time his/her retirement becomes effective.
3. 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).
4. He/she has completed twenty (20) years of credited service with the District immediately prior to retirement.
5. He/she is at least fifty-five (55) years of age and is receiving retirement allowance from either STRS or PERS.
6. Any out of pocket costs will be reimbursed to the district by the retiree as a condition of continued eligibility.
7. Eligible retirees shall be covered for twelve (12) months annually.
8. 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. Dental Insurance Care

1. The District will pay the full premium costs of the existing dental care plan for each eligible employee and dependents where applicable.
2. Employees working less than full-time, but at least four (4) hours per day, five (5) days per week, will have a proportionate amount (same proportion as their working 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.

3. Employees working less than four (4) hours per day, five (5) days per week, shall not be eligible to participate in the dental care insurance plan.
4. 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.

D. Vision Care Insurance

1. The District will pay the full premium costs of the existing vision care plan for each eligible employee, and dependents where applicable.
2. Employees working less than full-time, but at least four (4) hours per day, five (5) days per week, will have a proportionate amount (same proportion as their working 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.
3. Employees working less than four (4) hour per day, five (5) days per week, shall not be eligible to participate in the vision care insurance plan.
4. 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 deduction for the purpose of paying that portion of the premium for which the employee is responsible.

D. Life Insurance

1. The District will pay the full premium costs of a life insurance policy for each eligible employee where applicable. For the duration of this agreement, the plan shall be Blue Cross Life Insurance with flat rate for all employees to age 65.
2. 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.
3. Employees working less than full-time, but at least four (4) hours per day, five (5) days per week, will have a proportionate amount (same proportion as their working full-time) contributed to the premium under the same conditions

applicable to full-time employees if the balance is paid by the employees pursuant to Section 5 below.

4. Employees working less than four (4) hours per day, five (5) days per week, shall not be eligible to participate in the life insurance plan.
5. 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.

E. 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 pay the full premium costs.

F. Hepatitis B Vaccine

1. The District shall provide, at no cost to the unit member, hepatitis B vaccine injection.

G. Insurance Committee

1. 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

A. Reduced Service Pre-Retirement Option

1. To qualify for pre-retirement option-reduced service, the teacher shall fulfill the following prerequisites:
 - a. Ten (10) years of credited full-time certificated service with the District, and
 - b. Attain the age of fifty-five (55) prior to the beginning of the school year in which the first year of the reduction in service begins.
2. The pre-retirement option for reduced service for a maximum of a five (5) year period may be exercised at the request of the teacher provided the District can match the assignment or the District can otherwise accommodate the teacher's request.
3. The contract for reduced service of a maximum of a five (5) year period shall be executed by the employee and the District in writing prior to the beginning (first school year in which the pre-retirement option for reduced service is exercised. The contract for reduced service may be modified only by mutual consent of the District and the teacher. Application for reduced service should be filed with the Personnel Department by April 1 of the school year preceding year requested. Applications after this date may be considered.
4. A teacher participating in the pre-retirement option shall render service for one (1) semester (Option A) or render half-time service for the entire school year (Option B).
 - a. Option A: The teacher shall render service for one (1) entire semester (one-half the number of working days specified in this Agreement) following the same guidelines for regular employees, as set forth in Article VIII, Work Days and Hours of Employment. The teacher shall be paid one-half (2) the annual salary based upon the teacher's placement on the salary schedule

Salary shall be paid monthly after rendering services.
 - b. Option B: The teacher shall render service for one-half (2) of each workday during the school year. The teacher shall be paid one-half (1/2) of annual salary based upon the teacher's placement on the salary schedule

Salary shall be paid monthly after rendering services.
5. A teacher exercising the pre-retirement option for reduced services shall accumulate five (5) days of sick leave. Sick leave shall be earned on the same basis as other teachers.

6. The teacher and the District agree to submit contributions to the State Teachers Retirement System (STRS) based on the salary which would have been earned for full-time regular employment. The teacher's salary warrants shall be reduced on a pro-rated basis for the teacher's contributions to STRS.
7. The District, upon request, shall contribute toward the payment of fringe benefits on the same basis as for half-time employees.
8. The option of reduced service is limited to a period not to exceed five (5) years.
9. Termination of the reduced service contract may be made by mutual agreement and the teacher may return to full-time employment if requested by the teacher and approved by the District.

ARTICLE XV – SAFETY CONDITIONS OF EMPLOYMENT

A. General Conditions

1. The District shall not take adverse action against any unit member who takes appropriate action to protect himself or herself against unsafe, hazardous or unhealthy conditions which pose an imminent threat to his or her safety and well-being.
2. Unit members shall not be required to work in conditions or to perform tasks that reasonably pose an imminent threat to their health, safety, or well-being. At the beginning of each school year, the District shall provide each unit member with the cleaning checklist utilized by custodians and/or their supervisors for classrooms, bathrooms, and common areas frequented by unit members including, but not limited to, multipurpose rooms, cafeterias, lounges, and workrooms.
 - a. Per Education Code 35292.5, every restroom shall at all times be maintained and cleaned regularly, fully operational and stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. The school shall keep all restrooms open during school hours when pupils are not in classes, and shall keep a sufficient number of restrooms open during school hours when pupils are in classes. A school may temporarily close a restroom as necessary for pupil safety or as necessary to repair the facility.
 - b. Procedures that address clean bathroom conditions and availability of related supplies are contained in the District Custodial Handbook and is posted online.
3. Unit members may submit an online work order ~~a~~ regarding a condition that reasonably poses an imminent threat to their health, safety, or well-being. The immediate supervisor shall review and route the work order to the appropriate party. If action is required, the immediate supervisor shall address the unsafe condition within five (5) working days, including, where when applicable, submitting a work order to the Maintenance and Operations Department. The parties agree that any disagreements as to safety or health conditions shall, if necessary, be resolved under the California Occupational Safety and Health Act and shall not be subject to the procedures set forth in Article VII, Grievance Procedure, except that any alleged violations of Paragraph 1 above, of Section B or Section C of this Article shall be subject to said Grievance Procedure. Copies of any correspondence between the District and the Division of Occupational Safety and Health relating to the complaint filed by a unit member under this section shall be shared with the Association upon receipt by the District.
4. Two certificated unit members will serve on the District School Safety Steering Committee. The purpose of the steering committee is to plan and prepare for

District Safety Committee meetings. The Association shall appoint three (3) representatives to the District Safety Committee established to implement the provisions of Labor Code 6401.7. Association representatives shall receive release time or their hourly rate of pay for committee work. The District Safety Committee shall also formulate a plan for developing disaster preparedness.

- a. Copies of the plan will be provided to the Association upon request.
5. With unit member participation, as decided by unit members at the site, and District Safety Committee direction and guidance, each worksite shall have a Site Safety Committee which shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site. The committee shall also make the District aware of any unaddressed safety issues.
6. Regulations and procedures for the inspection of suspected asbestos-containing materials are contained in Board Policy 3514.
7. Effective July 1, 2020, School Psychologists, Nurses, and Counselors shall each have dedicated work spaces at each school site in order to protect the privacy rights of students. Each work space shall be furnished with secure storage units (e.g. lockable file cabinets) in order to protect the integrity of student records.

B. Student Discipline

1. A teacher may suspend any student from the teacher's class, for any acts enumerated in Section 48900 of the Education Code for the day of the suspension and the day following. Suspension, including supervised suspensions as described in Section 48911.1 of the Education Code, shall be imposed only when other means of correction fail to bring about proper conduct. The teacher shall immediately report the suspension to the site principal or designee and send the student to the site principal or designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension.
 - a. The student shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the site principal.
 - b. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this provision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
 - c. A teacher may refer a student to the site principal or designee for consideration as a suspension from the school for any acts enumerated in Section 48900 of the Education Code

2. A written description of the rights and duties of all administrators and teachers with respect to student discipline, including the use of corporal discipline and the right to suspend a student shall be presented to each teacher in writing by the principal on the first day of each school year.
3. When, in the judgment of a teacher, a student might require the attention of the principal, assistant principal, counselor, psychologist or other specialist, the teacher shall inform the principal or immediate supervisor. The immediate supervisor shall within five (5) days grant a reasonable request by the teacher to arrange a conference between the supervisor, the teacher and an appropriate specialist to determine the appropriate action and/or personnel needed to resolve the problem.
4. A teacher may exercise, during the performance of his or her duties, the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The District shall not take adverse action against any teacher whose actions are in accordance with this paragraph because of such actions.
5. If criminal or civil proceedings are brought against teachers who performed within the scope of their authority, the Board shall furnish legal counsel for the teachers' defense if so requested at no cost to the teachers.
6. A teacher shall report cases of assault suffered by them in connection with their employment immediately to the principal or other immediate supervisor, and the principal shall report immediately the incident to the police. The District shall act in appropriate ways as liaison between the teacher, police and courts. Liaison means that the District shall (1) refer the investigating authorities to the teacher involved; (2) provide copies of any police report provided by the site administration to the affected teacher (and the teacher will provide copies of any of his or her police reports to the site administrator); (3) provide copies of all communications between the investigating authorities and the District to the affected teacher (and the teacher will provide copies of all communications between him or her and the investigating authorities to the District); and (4) provide release time to affected teachers to attend any legal proceedings, including investigations by police and the courts.
7. The District shall reimburse unit member for loss of personal property, other than automobiles, in accordance with Board Policy 4156.3.

C. Campus Security

1. The District shall take the following steps to improve the security on school campus:

- a. Posting at every main entrance to each school a notice requiring persons (other than students and employees) to immediately register with the principal's office upon entering school grounds and prohibiting any such person from visiting classrooms or other areas of a school campus without the expressed permission of the principal or designee. The district will require parents/guardians of a unit member's student to schedule worksite visitations directly with the unit member.
 - b. Notifying annually all parents/guardians of students enrolled in the district that it is unlawful to materially disrupt classrooms or extra-curricular activities or cause substantial disorder in a place where school employees are to be in the course of duties and that such acts are punishable by a fine, imprisonment or both.
 - c. Taking appropriate action to remove any person who comes onto school grounds without lawful business and whose presence or acts interfere with the peaceful conduct of school activities or disrupts the school, employees or students.
2. A parent/guardian entering a worksite for any purpose shall first check in at the site administrative office prior to visiting any other location. Personnel in the administrative office shall contact the unit member the parent/guardian wishes to visit and obtain approval from the unit member prior to allowing the visitation. The IUSD Civility Policy will be included in the annual notifications provided to employees and parents/guardians.
3. Appropriate legal action against any parent/guardian shall be pursued whenever the District determines the parent/guardian has demonstrated egregious behavior or a pattern of disruptive behaviors while visiting a District property. Unit members shall be notified if and when the District pursues any action against a parent who is in violation of the IUSD Civility Policy.
4. A unit member shall report cases of assault suffered by them in connection with their employment immediately to the principal or other immediate supervisor, and the principal shall report immediately the incident to the police. The District shall act in appropriate ways as liaison between the unit member, police and courts. Liaison means the District shall (1) refer the investigating authorities to the unit member involved; (2) provide copies of any police report provided by the site administration to the affected unit member (and the unit member will provide copies of any of his or her police reports to the site administrator); (3) provide copies of all communications between the investigating authorities and the District to the affected unit member (and the unit member will provide copies of all communications between him or her and the investigating authorities to the District); and (4) provide release time to affected unit member to attend any legal proceedings, including investigations by police and the courts.
5. The District shall reimburse unit members for loss of personal property, other than automobiles, in accordance with Board Policy 4156.3. Unit members must

provide a comprehensive list of personal property to the District by the end of September each year. Per Board Policy, if an employee is required to furnish personal property in the pursuit of his/her assignment, the total District liability for purposes of this sections shall not exceed \$200 per unit member per school year. All claims must be submitted to the District within forty-five (45) days of loss.

6. The District shall reimburse 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 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.

7. In order to eliminate campus crime and violence and promote safe educational conditions, the district shall adopt a School Safety Plan, pursuant to Ed. Code Section 35294. The School Safety Plan shall be developed by a committee involving District, Association and student representatives and shall include but not limited to:
 - a. An assessment of the current status of crime committed on school campus and at school-related functions;
 - b. Appropriate strategies that will provide or maintain a high level of school safety;
 - c. An action plan, in conjunction with law enforcement authorities, for implementing appropriate safety strategies and programs and determining their fiscal effects.

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 meet during the 2015-16, 2016-17, and 2017-18 school years, 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.

- 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 October 31, of the regular school year in which the evaluation is to take place.
- C. The unit member being evaluated and the evaluator shall meet no later than October 31, 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 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 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, 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, 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 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 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 to discuss the content of the 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 summative evaluation. The 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. Results of standardized tests utilized for the purpose of a School Improvement Plan.
 2. Utilization of any "clinical supervision" techniques unless the unit member has received appropriate training in clinical instruction techniques.
 3. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

4. The success, or lack thereof, of a substitute teacher.
 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.
- O. Any grievance arising under this Article shall be limited to a claim that the procedures set forth in this Article have been violated.
- P. Effective July 1, 2019, Counselors shall be evaluated based on goals and objectives agreed to by the unit member and evaluator, set forth in the California Standards for the School Counseling Profession.
- Q. Effective July 1, 2019, Counselors 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 XVII – PEER ASSISTANCE AND REVIEW (PAR)

- A. Preamble: It is the intent of the Inglewood Teachers Association and the Inglewood Unified School District to establish a comprehensive teacher peer assistance and review program (PAR) as a critical feedback mechanism that allows teachers to assist teachers to develop and improve their teaching skills.
- B. Peer Assistance and Review Panel (PAR Panel)
1. The PAR panel shall consist of five (5) members. The Association shall choose three (3) panel members and two (2) panel members shall be chosen by the District. The Association and District shall determine the length of service for their representatives to the panel.
 2. The PAR panel shall select a Chairperson who shall have the primary responsibility to perform the work authorized by the panel and to assist the panel. The PAR Chairperson shall be released 50% of his/her FTE position to perform the PAR duties.
 3. The PAR panel shall establish its own meeting schedule. Such meetings shall take place during the regular teacher workday unless otherwise agreed to by the panel.
 4. The panel shall be responsible for implementing, monitoring and evaluating the program to ensure compliance with these provisions and shall be responsible for the following:
 - a. Providing training to the panel members.
 - b. Establishing the PAR budget for each school year based upon the available PAR funding exclusive of the 5% allocated for the District administrative costs. Under no circumstances shall general fund monies be utilized to support the PAR program.
 - c. Observing applicants for consulting teacher positions and selecting the consulting teachers.
 - d. Providing training for consulting teachers prior to their participation in the program.
 - e. Sending written notification of participation in the PAR program to the participating teacher, the consulting teacher and the site principal.
 - f. Making available the list of consulting teachers for selection by the participating teacher.
 - g. Establishing a procedure for application for the position of consulting teacher.
 - h. Determining the number of consulting teachers and caseload in any school year.
 - i. Reviewing the final report prepared by the consulting teacher.
 - j. Resolving all disputes that arise in the PAR program.

6. The panel will attempt to make decisions by consensus. However, if consensus is not reached, final decisions of the PAR panel shall be made by majority vote. No votes shall be taken without a quorum of (4) members.
7. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential.
8. The PAR panel shall annually evaluate the impact of the program with recommendations for improvement. The evaluation shall be submitted to the Association and the Board of Education. The evaluation shall reflect the views of all the panel members.

C. Consulting Teachers

1. The qualifications for a consulting teacher shall be established by the panel and shall include at minimum the following:
 - a. A credentialed classroom teacher with permanent status.
 - b. At least five (5) years of recent classroom teaching experience.
 - c. Demonstrated exemplary teaching ability, effective communication skills, subject matter knowledge, mastery of a range of teaching strategies necessary to meet the needs of pupils, and knowledge of student assessment techniques.
 - d. At least three (3) letters of reference.
2. Consulting teachers shall be released full-time from their teaching duties without loss of pay to perform their consulting teacher duties and shall retain all rights of bargaining unit members. In addition to regular salary, consulting teachers shall be compensated for all work that extends beyond workday or work year at a salary rate determined by PAR panel.

The minimum term for a consulting teacher shall be one school year with a maximum of three (3) consecutive school years. A consulting teacher may reapply at the end of his/her term.
3. The consulting teacher shall meet with the participating teacher and referring administrator to discuss the PAR program, to establish mutually agreed upon goals, to develop the assistance plan and identify needed books, materials and other resources. The referred participating teacher shall provide the district with written notice of any specific deficiencies or shortages in books, supplies and materials.
4. Consulting teachers shall assist participating teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the participating teacher.

5. The consulting teacher shall conduct multiple observations of the participating teacher during classroom instruction accompanied by both pre-observation and post-observation conferences.
6. The consulting teacher shall prepare reports of his/her consulting work with a participating permanent teacher who was referred to the PAR panel as a result of an unsatisfactory evaluation at least once per semester. This shall include a summative report once the consulting teacher has completed his/her work with the referred participating teacher. No report shall be submitted on teachers participating voluntarily in the PAR program unless requested by the participating teacher.
7. The consulting teacher's reports pursuant to section "7" shall be provided to the participating teacher at least ten (10) days prior to submission to the PAR panel. The PAR panel shall review the reports. If the panel determines that after reviewing the summative report additional support is necessary to assist the participating teacher, an amended summative report will be required of the consulting teacher once the additional support has been provided.
8. The summative report of the consulting teacher will be placed in the participating teacher's personnel file.
9. The consulting teacher will not be required to appear or testify at any disciplinary or termination proceeding that the district may initiate against any participating teacher. Nothing herein is intended to interfere with the right of a party, other than the district or the association, to subpoena a consulting teacher to appear or testify in a disciplinary or termination proceeding as permitted by law.

D. Permanent Teachers: Referred and Voluntary Participants

1. A permanent teacher who receives an unsatisfactory evaluation in either or both teaching strategies or subject area competence in sections "I", "II" and "III" as listed on the "Final Report Summary" for the evaluation and assessment of certificated personnel (Appendix C) shall be referred to the PAR panel. Only evaluations done in accordance with the provisions of Article XV, Evaluation Procedure, shall be valid for purposes of this provision.
2. A referred participating teacher shall be entitled to:
 - a. Clearly written performance goals proposed by his/her administrative evaluator which are aligned with pupil learning and consistent with Education Code section 44662.
 - b. Appropriated staff development to assist improvement in teaching and knowledge staff.

- c. Receive copies of all documents, reports relating to the teacher and correspondence generated by the PAR program and to affix thereto his/her comments.
 - d. Present mitigating circumstances that may interfere with the achievement of performance goals. The participating teacher shall present such circumstances to the principal, consulting teacher and PAR panel.
3. A permanent teacher may voluntarily participate in the PAR program. Voluntary participation in the PAR program shall include peer assistance, support, training and staff development. Unless requested by the participating teacher, no performance review or report shall be made of the teacher and the voluntary participant may terminate his/her participation at any time.
 4. The teacher participating in the PAR program may select his/her own consulting teacher from a list provided by the panel. A different consulting teacher may be used at any time during the process when requested by the participating teacher or the consulting teacher. The PAR panel retains the final authority to determine which consulting teacher is assigned or when a change in consulting teacher is made.
 5. A cooperative working relationship between the principal, the participating teacher and the consulting teacher shall be expected and strongly encouraged.
 6. At any time during the process the participating teacher and/or the consulting teacher may request the involvement of the panel chairperson. Both the participating teacher and the consulting teacher as unit members retain the right to Association representation.

E. Temporary and Probationary Teachers: Voluntary Participants

Preamble: After the requirements of permanent teachers are met, remaining PAR funds shall be utilized to provide peer assistance, support, training and staff development for (1) probationary teachers and (2) temporary teachers in their first or second year of service with the district who volunteer to participate.

The PAR panel shall allocate its financial resources to provide the following peer assistance, support, training and staff development:

- a. Consulting teachers shall provide the assistance described in section "C 5" to the extent that PAR funds are available. Unless requested by the participating teacher, no report shall be submitted on teachers participating voluntarily.
- b. At the request of the temporary or probationary teacher, the consulting teacher shall submit a report of the teacher's progress. The report shall be included in the teacher's personnel file.
- c. Staff development and training programs developed by the panel.

- d. The district's intern program.
 - e. The Beginning Teacher Support and Assessment Program (BTSA).
 - f. The California Pre-Internship Teaching Program.
- F. The District agrees to indemnify and hold harmless and provide defense to consulting teachers and the PAR panel members against any claims, causes of action, damages or other actions and litigation arising from participation in the PAR program. The District shall pay all cost of litigation.
- G. This article shall comply with the Education Code requirements covering peer assistance and review.
- H. The provisions of this program may be revised by mutual consent of the District and the Association during the first year of implementation. This article shall be reopened for the 2001-02 school year.
- I. Nothing herein this article is intended to eliminate or diminish the rights of the Association or the district that exist under the law.

ARTICLE XVIII – PERSONNEL FILES

- A. There shall be a single personnel file for each teacher. Personnel files shall be kept in a central location.
- B. Teachers' personnel files shall not include ratings, reports or records which:
 - 1. Were obtained prior to the teacher's employment in the District.
 - 2. Were prepared by identifiable examination committee members.
 - 3. Were obtained in connection with a promotional examination.
- C. Excluded documents shall be kept in a separate jacket and are not available to the teacher or their agents.
- D. Teachers with appropriate identification shall have access to their personnel files during regular business hours, but outside of instructional hours on at least one (1) day per week or by prior mutually agreed appointment. The schedule for access shall be posted at each work site. Upon written consent of a bargaining unit member, a representative of the Association shall be permitted to examine materials in the bargaining unit member's personnel file.
- E. Teachers shall be provided with any negative or derogatory material(s) at least ten (10) days within unit member's work calendar before such material(s) is placed in their personnel files (except for documents within the definition of Paragraph B above). Teachers shall also be given an opportunity, outside the instructional day, without loss of pay to initial, date and respond to the material. The teacher shall also be given an opportunity to respond in writing. If requested, the teacher and the principal/administrator shall establish one time period within the 10 day time-frame in which to prepare a written response. This time period shall not exceed fifty-five minutes during the teachers' workday. If the parties are unable to agree on a time period, the principal/administrator shall designate the time during the workday for the response. The written response by teachers if so desired, shall be attached to the material(s) as it is placed into their personnel files. Teachers will be notified of subsequent negative material(s), if any, to be placed in their personnel files.
- F. The teacher may have an Association representative present when inspecting the personnel file.
- G. The person(s) who place(s) material(s) in the teacher's personnel file shall sign the material(s) and signify the date on which the material(s) was/were placed in the file.
- H. Access to teachers' personnel files by anyone except the teacher or designee shall be on a need-to-know basis as determined by the Superintendent or designee. The contents of all personnel files shall be kept in the strictest confidence.
- I. The District shall provide teachers with a copy of any addition or change to their personnel files except for documents within the definition of Paragraph B above.

The District shall not make any addition or changes to a unit member's personnel file without providing a copy to the unit member; except for documents within the definition of paragraph B above.

ARTICLE XIX – PUBLIC COMPLAINT PROCEDURE

A. Receipt of Complaint

1. A parent/guardian of a pupil enrolled in the District or other member of the community may present a complaint regarding a unit member. If further consideration is to be given to the complaint, the complainant must reduce the charge in writing and submit it to the unit member's immediate supervisor.
2. All written complaints shall be made within ten (10) working days from the time of the event giving rise to the complaint.

B. Notice To Employee

1. The employee's immediate supervisor shall inform him/her of any complaint and provide a copy thereof within ten (10) working days.

C. Meeting With The Complainant

1. The employee shall have the right to meet with the complainant in the presence of the employee's immediate supervisor for the purpose of resolving the complaint.
2. The employee, upon request, shall be entitled to be represented by a person of his/her own choosing at the meeting provided by Subsection 1.
3. The employee shall be allowed to respond to the complaint both orally and in writing within ten (10) working days and any written response shall be attached thereto.

D. Personnel File

1. A complaint filed against an employee may be placed in the employee's personnel file only after the above procedures have been followed. In such event, the employee shall be given the opportunity as set forth above to prepare and have attached a written rebuttal.
2. Complaints which are withdrawn or found to be without merit shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

- E. If the nature of the charges are such that they warrant referral to an outside agency for investigation and consideration of criminal action, the foregoing steps shall be waived or deferred upon request of the agency investigating the criminal prosecution.

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. 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 non-religious, 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 non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- E. 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:
1. 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.
 2. 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:
1. Verbal notice to the unit member of the alleged misconduct.
 2. If misconduct is substantiated and is not corrected, either an oral or written reprimand shall be given to the unit member but not placed in his/her personnel file. The unit members shall be provided an opportunity to correct misconduct.
 3. If misconduct continues, a formal written reprimand to the unit member, placed in the personnel file, which shall include the facts substantiating the continued misconduct and, if appropriate, an indication of the consequences and further discipline if the misconduct is not corrected.
 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 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 feels may reasonably result in discipline.
- B. **Suspension:** The District may suspend 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 Superintendent or his/her designee shall give written notice to the employee of the District's intent to suspend the employee. The notice shall include the specific facts and cause (s) on which the suspension is based, length of 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 employee shall have five (5) working days in which to respond to the notice of suspension. If the employee does not respond, the District will schedule the suspension and provide notice thereof to the employee. The employee's response to the notice of suspension, if any, shall confirm the proposed date and time for the pre-suspension hearing, propose another date 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.

4. The pre-suspension hearing shall be informal and conducted by the Superintendent or his/her designee. The 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 Superintendent or his/her designee. The Superintendent or his/her designee shall inform the employee of his/her decision within five (5) working days from the date of the pre-suspension hearing or within five (5) days from the date of the notice of suspension if the 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 employee without scheduling a pre-suspension hearing. In such emergency situations, the Superintendent or his/her designee shall schedule an informal hearing with the employee, and provide the 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 employee may request the presence of a union representative at the pre-suspension hearing during the post-suspension grievance and/or arbitration proceedings.

ARTICLE XXIII – SAVINGS

- A. If any provision of this Agreement or application thereof is held to be contrary to law by a court of competent jurisdiction or modified by state or federal legislation, such provision or application will be deemed invalid to the extent required by such court decision or legislation whereupon the parties shall negotiate the impacted part of the contract. All other provisions or applications shall continue in full force and effect.

- B. If any further or existing state (i.e., SB 813), federal legislation, or court or PERB decisions impact on the working conditions of unit members, the parties shall negotiate provisions to address said impact.

ARTICLE XXIV – ASSOCIATION RIGHTS

- A. The Association may utilize the District’s email system for communicating with members, provided that it complies with published District policies, procedures, and acceptable use requirements for the use of District technology.
- B. The Association shall have the right to use District facilities for the purpose of meetings in accordance with the Civic Center Act.
- C. The District shall provide the Association with three (3) 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.
- D. Members of the Association shall be provided the opportunity to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks.
- E. The District shall furnish the Association with the names and work location (s) of all teachers in the bargaining unit upon request, but not more than twice a year.
- F. One ITA representative from the Child Development Center shall be granted release time to attend building representatives and general membership meetings.
- G. Nothing in this Article is intended to limit the rights of the District or employees 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 teacher when no substitute is available. The ITA Grievance chairperson shall provide the District’s Director of Personnel with a record of release time hours utilized for grievance processing. The ITA Grievance Chairperson shall notify the principal of 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 teachers and site administration. No reprisal shall be taken against those who express their views on school-related issues and school environment.
- J. The results of the Program Quality Review and the School Needs Assessment Survey shall be provided to ITA Building Representatives at each school site.

ARTICLE XXV – RESTRUCTURING & REFORM

A. The District and the Association agree that it is in the best interest of the IUSD to cooperatively engage in exploration and experimentation in the current wave of educational reform proposals being discussed by educators nationally, as well as the various reform proposals which the creativity of District staff may generate.

B. Restructuring/Educational Reform Plans

Such a venture may call for a variety of changing roles and responsibilities within the schools, including but not limited to:

1. involving school staff members in decision making at sites,
2. devising new systems of school site accountability,
3. organizing and staffing schools in new ways,
4. altering schedules and learning activities to accommodate different levels of student learning,
5. involving school staff members in budget development.

C. As part of the educational reform process the parties agree that each staff shall:

1. Consider ways to enhance student success.
2. Schedule in-service sessions for certificated staff with presentations from the District and ITA.
3. Self educate through reading and discussion along with observation of classes and visitations of programs at other schools.
4. Divide into issue oriented groups which study and report back to the staff as a whole on topics which might include but are not necessarily limited to school structure, assessment, community involvement, discipline, governance, scheduling, and counseling services.
5. When a program is developed and thoroughly discussed by all affected members, a secret ballot election will be held to make sure that a minimum of seventy-two percent (72%) of the certificated unit members voting concur with the plans.

D. Recognizing that restructuring/educational reform activity may require collective bargaining flexibility on a continuing basis, the District and the Association adopt the following guidelines to assist in the implementation of the joint commitment.

1. The District and the Association recognize the need for flexibility in any restructuring effort and will, where appropriate, consider waiving or modifying any contract provisions.
2. Before implementation, restructuring and reform proposals will be reviewed by:
 - a. Director of Instructional Services
 - b. Director of Fiscal Services
 - c. ITA President
 - d. ITA Vice President

The above persons shall meet together to review the proposal, resolve problems associated with the proposal and make a recommendation to the Board of Education and to the Association's Representative Council.

3. All agreements to modify amend or otherwise change contract provisions will be by mutual written agreement of the parties. Each party will determine its own procedures for ratifying any written agreements which modify existing contract provisions.

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.
- 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.
- D. The parties shall meet and negotiate in good faith on a successor proposal after the Board responds to the Association's initial proposals.
- E. The District shall provide the Association with data in its possession requested by the Association and pertaining to negotiations.

ARTICLE XXVII – NO STRIKE

- A. The Association agrees that neither it, nor its agents or members, shall engage in any strike or sympathy strike, work stoppage, slowdown, sick-out, or any other similar concerted activities which would interfere with the normal operations of the District and that neither its agents or members shall refuse to come to work and perform required duties as teachers that would be performed if there was no strike, sympathy strike, work stoppage, slowdown, sick-out, or any other similar concerted activity.
- B. The Association agrees that it will do everything reasonably possible, consistent with law, to prohibit any unit members from violating the provisions of Paragraph A above.
- C. If negotiations are reopened in accordance with Article XI, and the impasse provisions of Government Code section 3548 are exhausted, the parties agree to suspend Paragraph A of the Article until an agreement is reached.

ARTICLE XXVIII – ZIPPER

- A. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, including salaries and benefits, leaves and transfers and therefore further agree that negotiations will not be reopened on any item during the life of this Agreement except by mutual agreement or as provided elsewhere in this Agreement.

ARTICLE XXIX – MANAGEMENT RIGHTS

- A. The Association agrees that the Board of Education has the duty and responsibility to administer the educational program of the Inglewood Unified School District as provided for by law and that the Board of Education and its duly select administrative officials retain all rights under law to manage and direct on behalf of the public all operations and activities of the District whatsoever except as may be inconsistent with or contrary to the explicit provisions of this Agreement.

Nothing contained in this article is intended to limit the rights of the Association or unit members as specified under law.

ARTICLE XXX – MISCELLANEOUS

- A. This Agreement, as long as it is legally binding, shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.

- B. As soon as possible after ratification of this Agreement by both parties herein, the Board shall have copies of the Agreement prepared for distribution by the Association to the teachers. The number of copies shall be mutually agreed upon prior to printing, and the cost shall be shared equally by the Association and the Board.

ARTICLE XXXI – TERM

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

SIGNATURES:

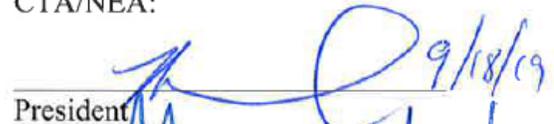
In Witness whereof the parties hereto have executed this agreement as of September 19, 2018.

For the Inglewood Unified School District:



State Administrator

For the Inglewood Teachers Association
CTA/NEA:



President 9/18/19



ITA Bargaining Co-Chair 9/18/19

APPENDIX A – CALENDAR

Revised—10/10/18

Inglewood Unified School District/Distrito Escolar Unificado de Inglewood 2018-2019 Year Academic Calendar/Calendario Academico 2018-2019

July/julio 2018						
M	T	W	T	F	F	
	2	3	4	5	6	
9	10	11	12	13		
16	17	18	19	20		
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30	31					

August/agosto 2018						
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September/septiembre 2018						
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October/octubre 2018						
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November/noviembre 2018						
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December/diciembre 2018						
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January/enero 2019						
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February/febrero 2019						
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March/marzo 2019						
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April/abril 2019						
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May/mayo 2019						
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June/junio 2019						
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24	25	26	27	28		

- 180 Student Days/Días de clases
- 185 Teacher Days/Días de Trabajo Para los Maestros
- First/Last Day of School
- School Recess (classes not in session)
- ◇ Certificated Staff Development Day
- ◇ Pupil Free Days (no school for students):
- △ All Schools
- △ Elementary/K-8 Schools
- △ Middle Schools
- ▽ High Schools

- State Legal Holiday (schools/offices closed)
- July 4 Independence Day
- Sept. 3 Labor Day
- Nov. 12 Veteran's Day
- Nov. 22 Thanksgiving Day
- Dec. 25 Christmas Day
- Jan. 1 New Year's Day
- Jan. 21 Martin L. King Jr. Birthday
- Feb. 18 Presidents' Day
- May 27 Memorial Day
- Local Holidays (schools/offices closed)
- Nov. 21 & 23 Thanksgiving Break
- Dec. 24 & 31 Winter Holiday
- Feb. 11 Lincoln Day (observed)
- Mar. 29 Spring Break Holiday
- Apr. 1 Cesar Chavez' Birthday

End of Quarter (MS/HS)	Oct. 26	March 22
End of Semester (MS/HS)	Jan. 18	June 7
End of Trimester (Elem. K-5)	Nov. 16	Mar. 8
Elem. Progress Reports	Oct. 5	Jan. 25
Soc. Progress Reports	Sept. 21	Dec. 7
	Feb. 22	May 3

Summer School 2018
 Elementary: K-8 (M-Th) High School (M-F)
 June 18-July 13, 2018



401 S. Inglewood Avenue
 Inglewood, CA 90303
 (310) 419-2700
 Website: www.iusd.net

Inglewood Unified School District/Distrito Escolar Unificado de Inglewood
2019-2020 Year Academic Calendar/Calendario Academico 2019-2020

Approved—2/7/18

July/julio 2019

M	T	W	T	F
	1	2	3	4
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August/agosto 2019

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September/septiembre 2019

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October/octubre 2019

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30	31			

November/noviembre 2019

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December/diciembre 2019

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31				

January/enero 2020

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February/febrero 2020

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March/marzo 2020

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31				

April/abril 2020

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May/mayo 2020

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June/junio 2020

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21	22	23	24	25
26	27	28	29	30

- 180 Student Days/Días de clases
- 185 Teacher Days/Días de Trabajo Para los Maestros
- First/Last Day of School
- School Recess (classes not in session)
- ◇ Certificated Staff Development Day
- ◇ Pupil Free Days (no school for students):
 - △ All Schools
 - △ Elementary/K-8 Schools
 - △ Middle Schools
 - △ High Schools

- State Legal Holiday (schools/offices closed)
 - July 4 Independence Day
 - Sept. 2 Labor Day
 - Nov. 11 Veteran's Day
 - Nov. 28 Thanksgiving Day
 - Dec. 25 Christmas Day
 - Jan. 1 New Year's Day
 - Jan. 20 Martin L. King Jr. Birthday
 - Feb. 17 Presidents' Day
 - May 25 Memorial Day

- Local Holidays (schools/offices closed)
 - Nov. 27 & 29 Thanksgiving Break
 - Dec. 24 & 31 Winter Holiday
 - Feb. 24 Lincoln Day (observed)
 - March 30 Cesar Chavez Birthday
 - April. 10 Spring Break Holiday

End of Quarter (MS,HS)
Oct. 25 March 20
Jan. 16 June 4

End of Semester (MS,HS)
Oct. 25 March 20
Jan. 16 June 4

End of Trimester (Elem.K-3)
Nov. 15 Feb. 28 June 4

Elem. Progress Reports
Sept. 27 Jan. 17
Apr. 17

Sec. Progress Reports
Sept. 20 Dec. 6
Feb. 21 May 1

Summer School 2019
Elementary/K-8 Middle (M-Th) High School (M-F)
June 17-July 12, 2019 June 17-July 19, 2019



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Inglewood Unified School District/Distrito Escolar Unificado de Inglewood
2020-2021 Year Academic Calendar/Calendario Academico 2020-2021

Adopted — 5/29/2019

July/julio 2020

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

August/agosto 2020

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

September/septiembre 2020

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October/octubre 2020

M	T	W	T	F
		1	2	
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

November/noviembre 2020

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

December/diciembre 2020

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

January/enero 2021

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

February/febrero 2021

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

March/marzo 2021

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

April/abril 2021

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
25	27	28	29	30

May/mayo 2021

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

June/junio 2021

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

180 Student Days/Días de clases
185 Teacher Days/Días de Trabajo Para los Maestros

- First/Last Day of School
- School Recess (classes not in session)
- ◇ Certificated Staff Development Day

Payal Free Days (no school for students):

- △ All Schools
- All Schools with Grades TK-8
- ▽ High Schools

- State Legal Holidays/Local Holidays
- July 3 (schools/offices closed)
- Sept. 7 Independence Day (observed)
- Sept. 7 Labor Day
- Nov. 11 Veterans' Day
- Nov. 23, 26, 27 Thanksgiving Day/Break
- Dec. 24 & 25 Christmas Eve/Day
- Dec. 31 & Jan. 1 New Year's Eve/Day
- Jan. 18 Martin L. King Jr. Birthday
- Feb. 12 Lincoln Day (observed)
- Feb. 15 President's Day
- March 26 Cesar Chavez' Birthday
- April 2 Spring Break Holiday
- May 31 Memorial Day

End of Quarter (MS/HS)
Oct. 23 March 25

End of Semester (MS/HS)
Jan. 14 June 11

End of Trimester (Elementary)
Nov. 13 March 5 June 11

Elem. Progress Reports
Oct. 2 Jan. 13
Apr. 23

Sec. Progress Reports
Sept. 23 Dec. 11
Feb. 26 May 14

Summer School 2020
High School (M-Th)
June 15-July 16, 2020



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Inglewood, CA 90303
(310) 419-2700
Website: www.inglewoodunified.com

APPENDIX B-1 – CERTIFICATED TEACHER SALARY SCHEDULE

**INGLEWOOD UNIFIED SCHOOL DISTRICT
Certificated Teachers Salary Schedule**

**Fiscal Year 2015-2016 – 2% (03-01-2016 as Part of 2015-2016 Negotiations)
Fiscal Year 2015-2016 – Annual Salary will be spread over eleven (11) months**

Step	Class I Non-Credential Annual Salary	Class II B.A. plus 15 Semester Units
1	42,125.91	42,717.29
2	42,717.29	42,717.29
3	42,717.29	44,443.43
4	43,949.75	45,806.16
5	45,845.13	47,763.96
6	47,735.28	49,724.27
7	49,616.37	51,673.03
8	51,489.49	53,632.08
9	53,378.47	55,582.10
10	55,280.37	57,542.51
11	57,161.36	59,501.68
12	57,161.36	61,461.99

<p><u>SCHEDULE - T</u></p> <p>A. TRADITIONAL</p> <p>TEACHERS AND</p> <p>SCHOOL NURSES</p> <p>ANNUAL SALARY SCHEDULE</p>
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Credentialed Teachers

Step	Class III B.A.	Class IV B.A. plus 15 Semester Units	Class V B.A. plus 30 Semester Units	Class VI B.A. plus 45 Semester Units	Class VII B.A. plus 60 Semester Units w/M.A.
1	47,156.50	47,156.50	47,160.28	47,162.90	47,165.53
2	47,156.50	47,156.50	47,161.75	47,164.17	49,776.38
3	47,156.50	47,157.65	47,161.75	49,314.53	52,456.24
4	47,157.65	47,159.02	48,608.21	51,698.98	55,135.91
5	47,159.02	47,763.96	51,040.88	54,082.27	57,827.54
6	47,735.28	49,724.27	52,837.31	56,479.74	60,498.07
7	49,616.37	51,673.03	54,965.51	58,865.54	63,186.97
8	51,489.49	53,632.08	57,076.78	61,260.38	65,860.33
9	53,378.47	55,582.10	59,193.32	63,647.45	68,539.99
10	55,280.37	57,542.51	61,301.99	66,022.86	71,227.74
11	57,161.36	59,501.68	63,423.77	68,425.58	73,906.04
12	57,161.36	61,461.99	65,535.06	70,807.39	76,581.92
After Completion of 15 years	59,445.68	63,920.71	68,156.21	73,638.14	79,645.57
After Completion Of 20 years	61,824.87	66,478.18	70,882.93	76,583.27	83,125.36

*Effective July 1, 1998 a maximum of fifteen (15) years credit allowed for teaching experience in public and/or accredited private schools (Grade K-12); two of which may be for military service – provided the teacher holds a Clear California Teaching Credential.

** 4% Anniversary increment after 15 years of credited service allowed on the salary schedule.

*** 4% Anniversary increment after 20 years of credited service allowed on the salary schedule.

**** \$500.00 for Doctorate

For initial placement on the salary schedule, upper division or graduate units must be taken subsequent to the date of the Bachelor's Degree. Units are computed on semester hour basis.

Adopted by the Board of Education, 3/15/2016 – 2% increase as part of 2015-2016 Negotiations

**INGLEWOOD UNIFIED SCHOOL DISTRICT
Certificated Teachers Salary Schedule**

Fiscal Year 2015-2016 – 3% - Effective 7/1/15

Fiscal Year 2015-2016 – Annual Salary will be spread over eleven (11) months

Step	Class I Non-Credential Annual Salary	Class II B.A. plus 15 Semester Units
1	41,299.91	41,879.70
2	41,879.70	41,879.70
3	41,879.70	43,571.99
4	43,087.99	44,908.00
5	44,946.21	46,827.41
6	46,799.29	48,749.28
7	48,643.50	50,659.83
8	50,479.89	52,580.47
9	52,331.83	54,492.25
10	54,196.44	56,414.23
11	56,040.55	58,334.98
12	56,040.55	60,256.85

<p><u>SCHEDULE - T</u></p> <p>B. TRADITIONAL TEACHERS AND SCHOOL NURSES ANNUAL SALARY SCHEDULE</p>
--

Credentialed Teachers

Step	Class III B.A.	Class IV B.A. plus 15 Semester Units	Class V B.A. plus 30 Semester Units	Class VI B.A. plus 45 Semester Units	Class VII B.A. plus 60 Semester Units w/M.A.
1	46,231.86	46,231.86	46,235.57	46,238.14	46,240.72
2	46,231.86	46,231.86	46,237.01	46,239.38	48,800.37
3	46,231.86	46,232.99	46,237.01	48,347.58	51,427.69
4	46,232.99	46,234.33	47,655.11	50,685.27	54,054.81
5	46,234.33	46,827.41	50,040.08	53,021.83	56,693.67
6	46,799.29	48,749.28	51,801.28	55,372.29	59,311.83
7	48,643.50	50,659.83	53,887.75	57,711.31	61,948.01
8	50,479.89	52,580.47	55,957.63	60,059.20	64,568.95
9	52,331.83	54,492.25	58,032.67	62,399.46	67,196.07
10	54,196.44	56,414.23	60,099.99	64,728.29	69,831.12
11	56,040.55	58,334.98	62,180.17	67,083.90	72,456.90
12	56,040.55	60,256.85	64,250.06	69,419.01	75,080.31
After Completion of 15 years	58,280.08	62,667.36	66,819.81	72,194.25	78,083.89
After Completion Of 20 years	60,612.62	65,174.69	69,493.07	75,081.64	81,495.45

*Effective July 1, 1998 a maximum of fifteen (15) years credit allowed for teaching experience in public and/or accredited private schools (Grade K-12); two of which may be for military service – provided the teacher holds a Clear California Teaching Credential.

** 4% Anniversary increment after 15 years of credited service allowed on the salary schedule.

*** 4% Anniversary increment after 20 years of credited service allowed on the salary schedule.

**** \$500.00 for Doctorate

For initial placement on the salary schedule, upper division or graduate units must be taken subsequent to the date of the Bachelor's Degree. Units are computed on semester hour basis.

Adopted by the Board of Education, 3/15/2016 - 3% increase as part of 2015-2016 Negotiations

APPENDIX B-2 – CHILDREN CENTER TEACHER SALARY SCHEDULE

**Inglewood Unified School District
Inglewood Teachers Association (ITA) Members Salary Schedule
Fiscal Year 2015-2016 – 2% effective 3-01-2016**

SALARY SCHEDULE FOR CHILDREN CENTER TEACHERS

Schedule P

Monthly

Step	Group I Regular Children Center Permit	Group II A.A Degree	Group III B.A Degree plus 30 semester units or Masters
1	2,710.72	2,929.00	3,143.00
2	2,852.83	3,066.74	3,280.66
3	2,992.06	3,207.46	3,419.88
4	3,126.84	3,342.23	3,557.64
5	3,268.95	3,482.86	3,692.41
6	3,409.66	3,619.12	3,830.15
4%	3,546.05	3,763.88	3,983.36
8%	3,682.43	3,908.65	4,136.56

Annual – 12 Months

Step	Group I Regular Children Center Permit	Group II A.A Degree	Group III B.A Degree plus 30 semester units or Masters
1	32,528.60	35,147.99	37,715.95
2	34,233.96	36,800.92	39,367.87
3	35,904.67	38,489.53	41,038.58
4	37,522.06	40,106.78	42,691.63
5	39,227.43	41,794.26	44,308.89
6	40,915.91	43,429.41	45,961.81
4%	42,552.55	45,166.59	47,800.28
8%	44,189.18	46,903.76	49,638.75

Notes:

4% anniversary increment shall be allowed after (15) years of credited service with I.U.S.D.

4% anniversary increment shall be allowed after (20) years of credited service with I.U.S.D.

Additional \$500.00 per year for doctorate degree.

Adopted by the Board of Education on 03/15/2016 – 2% increase as part of 2015-2016 Negotiations

**Inglewood Unified School District
Inglewood Teachers Association (ITA) Members Salary Schedule
Fiscal Year 2015-2016 – 3% effective 7-01-2015**

SALARY SCHEDULE FOR CHILDREN CENTER TEACHERS

Schedule P

Monthly

	Group I Regular Children Center Permit	Group II A.A Degree	Group III B.A Degree plus 30 semester units or Masters
Step 1	2,657.57	2,871.57	3,081.37
Step 2	2,796.89	3,006.61	3,216.33
Step 3	2,933.39	3,144.57	3,352.83
Step 4	3,065.53	3,276.70	3,487.88
Step 5	3,204.86	3,414.56	3,620.01
Step 6	3,342.80	3,548.15	3,755.05
4%	3,476.51	3,690.08	3,905.25
8%	3,610.22	3,832.00	4,055.45

Annual – 12 Months

	Group I Regular Children Center Permit	Group II A.A Degree	Group III B.A Degree plus 30 semester units or Masters
Step 1	31,890.78	34,458.81	36,976.42
Step 2	33,562.71	36,079.33	38,595.95
Step 3	35,200.66	37,734.83	40,233.90
Step 4	36,786.33	39,320.37	41,854.54
Step 5	38,458.26	40,974.76	43,440.09
Step 6	40,113.64	42,577.85	45,060.60
4%	41,738.99	44,280.96	46,863.02
8%	43,322.73	45,984.08	48,665.45

Notes:

4% anniversary increment shall be allowed after (15) years of credited service with I.U.S.D.

4% anniversary increment shall be allowed after (20) years of credited service with I.U.S.D.

Additional \$500.00 per year for doctorate degree.

Adopted by the Board of Education on 03/15/2016 – 3% increase as part of 2015-2016 Negotiations

APPENDIX B-3 – COUNSELOR SALARY SCHEDULES

Inglewood Unified School District Inglewood Teachers Association (ITA) Members Salary Schedule Fiscal Year 2019-2020 –effective 7/1/2019

SALARY SCHEDULE FOR COUNSELOR (Elementary, K-8, Middle School, Student Support Services, City Honors High School, and Inglewood Continuation High School)

**C
(Annual – 195 Days)**

10.25 Months Spread over 11 Months

Step	Column I BA plus 30 Semester Units w/MA	Column II BA plus 45 Semester Units w/MA	Column III BA plus 60 Semester Units w/MA
1	\$ 53,174.33	\$ 55,283.41	\$ 57,484.84
2	\$ 55,452.67	\$ 57,669.64	\$ 60,025.08
3	\$ 57,700.42	\$ 60,025.08	\$ 62,395.97
4	\$ 60,009.64	\$ 62,380.32	\$ 64,859.01
5	\$ 62,211.18	\$ 64,720.53	\$ 67,291.35
6	\$ 64,489.71	\$ 66,860.40	\$ 69,677.58
7	\$ 68,532.84	\$ 68,999.94	\$ 72,046.68
8	\$ 68,532.84	\$ 68,999.94	\$ 72,046.68
9	\$ 68,532.84	\$ 68,999.94	\$ 72,046.68
10	\$ 68,532.84	\$ 68,999.94	\$ 72,046.68
11	\$ 68,532.84	\$ 68,999.94	\$ 72,046.68
12	\$ 69,077.50	\$ 74,634.82	\$ 80,721.48
13	\$ 69,077.50	\$ 74,634.82	\$ 80,721.48
14	\$ 69,077.50	\$ 74,634.82	\$ 80,721.48
15	\$ 69,077.50	\$ 74,634.82	\$ 80,721.48
16	\$ 71,840.33	\$ 77,618.58	\$ 83,950.74
17	\$ 71,840.33	\$ 77,618.58	\$ 83,950.74
18	\$ 71,840.33	\$ 77,618.58	\$ 83,950.74
19	\$ 71,840.33	\$ 77,618.58	\$ 83,950.74
20	\$ 71,840.33	\$ 77,618.58	\$ 83,950.74
21	\$ 74,714.44	\$ 80,722.91	\$ 87,618.62

For initial placement on the salary schedule, upper division or graduate units must be taken subsequent to the date of the Bachelor's Degree. Units are computed on semester hour basis

**Adopted by the Board of Education on 9/11/2019
Revised by the Board of Education on 10/9/19**

**Inglewood Unified School District
Inglewood Teachers Association (ITA) Members Salary Schedule
Fiscal Year 2019-2020 –effective 7/1/2019**

**SALARY SCHEDULE FOR COUNSELOR
(Elementary, K-8, Middle School, Student Support Services, City Honors High School, and
Inglewood Continuation High School)**

**C
(Monthly – 195 Days)**

10.25 Months Spread over 11 Months

Step	Column I BA plus 30 Semester Units w/MA	Column II BA plus 45 Semester Units w/MA	Column III BA plus 60 Semester Units w/MA
1	\$ 4,834.03	\$ 5,025.76	\$ 5,225.89
2	\$ 5,041.15	\$ 5,242.69	\$ 5,456.83
3	\$ 5,245.49	\$ 5,456.83	\$ 5,672.36
4	\$ 5,455.42	\$ 5,670.94	\$ 5,896.27
5	\$ 5,655.56	\$ 5,883.68	\$ 6,117.40
6	\$ 5,862.70	\$ 6,078.22	\$ 6,334.33
7	\$ 6,230.26	\$ 6,272.72	\$ 6,549.70
8	\$ 6,230.26	\$ 6,272.72	\$ 6,549.70
9	\$ 6,230.26	\$ 6,272.72	\$ 6,549.70
10	\$ 6,230.26	\$ 6,272.72	\$ 6,549.70
11	\$ 6,230.26	\$ 6,272.72	\$ 6,549.70
12	\$ 6,279.77	\$ 6,784.98	\$ 7,338.32
13	\$ 6,279.77	\$ 6,784.98	\$ 7,338.32
14	\$ 6,279.77	\$ 6,784.98	\$ 7,338.32
15	\$ 6,279.77	\$ 6,784.98	\$ 7,338.32
16	\$ 6,530.94	\$ 7,056.23	\$ 7,631.89
17	\$ 6,530.94	\$ 7,056.23	\$ 7,631.89
18	\$ 6,530.94	\$ 7,056.23	\$ 7,631.89
19	\$ 6,530.94	\$ 7,056.23	\$ 7,631.89
20	\$ 6,530.94	\$ 7,056.23	\$ 7,631.89
21	\$ 6,792.22	\$ 7,338.45	\$ 7,965.33

For initial placement on the salary schedule, upper division or graduate units must be taken subsequent to the date of the Bachelor’s Degree. Units are computed on semester hour basis

**Adopted by the Board of Education on 9/11/2019
Revised by the Board of Education on 10/9/19**

**Inglewood Unified School District
Inglewood Teachers Association (ITA) Members Salary Schedule
Fiscal Year 2019-2020 –effective 7/1/2019**

**SALARY SCHEDULE FOR COUNSELOR
(Inglewood High School and Morningside High School)**

**C
(Annual – 200 Days)**

10.25 Months Spread over 11 Months

Step	Column VI BA plus 30 Semester Units w/MA	Column VII BA plus 45 Semester Units w/MA	Column VIII BA plus 60 Semester Units w/MA
1	\$ 56,446.48	\$ 58,685.34	\$ 61,022.20
2	\$ 58,865.05	\$ 61,218.43	\$ 63,718.70
3	\$ 61,251.02	\$ 63,718.70	\$ 66,235.62
4	\$ 63,702.52	\$ 66,219.21	\$ 68,850.06
5	\$ 66,039.61	\$ 68,703.18	\$ 71,432.15
6	\$ 68,458.29	\$ 70,974.86	\$ 73,965.25
7	\$ 70,854.32	\$ 73,246.08	\$ 76,480.08
8	\$ 70,854.32	\$ 73,246.08	\$ 76,480.08
9	\$ 70,854.32	\$ 73,246.08	\$ 76,480.08
10	\$ 70,854.32	\$ 73,246.08	\$ 76,480.08
11	\$ 70,854.32	\$ 73,246.08	\$ 76,480.08
12	\$ 70,848.71	\$ 76,548.53	\$ 82,791.26
13	\$ 70,848.71	\$ 76,548.53	\$ 82,791.26
14	\$ 70,848.71	\$ 76,548.53	\$ 82,791.26
15	\$ 70,848.71	\$ 76,548.53	\$ 82,791.26
16	\$ 73,682.39	\$ 79,608.80	\$ 86,103.32
17	\$ 73,682.39	\$ 79,608.80	\$ 86,103.32
18	\$ 73,682.39	\$ 79,608.80	\$ 86,103.32
19	\$ 73,682.39	\$ 79,608.80	\$ 86,103.32
20	\$ 73,682.39	\$ 79,608.80	\$ 86,103.32
21	\$ 76,630.19	\$ 82,792.72	\$ 89,865.25

For initial placement on the salary schedule, upper division or graduate units must be taken subsequent to the date of the Bachelor’s Degree. Units are computed on semester hour basis

**Adopted by the Board of Education on 9/11/2019
Revised by the Board of Education on 10/9/19**

**Inglewood Unified School District
Inglewood Teachers Association (ITA) Members Salary Schedule
Fiscal Year 2019-2020 –effective 7/1/2019**

**SALARY SCHEDULE FOR COUNSELOR
(Inglewood High School and Morningside High School)**

**C
(Monthly – 200 Days)**

10.25 Months Spread over 11 Months

Step	Column VI BA plus 30 Semester Units w/MA	Column VII BA plus 45 Semester Units w/MA	Column VIII BA plus 60 Semester Units w/MA
1	\$ 5,131.50	\$ 5,335.03	\$ 5,547.47
2	\$ 5,351.37	\$ 5,565.31	\$ 5,792.61
3	\$ 5,568.27	\$ 5,792.61	\$ 6,021.42
4	\$ 5,791.14	\$ 6,019.93	\$ 6,259.10
5	\$ 6,003.60	\$ 6,245.74	\$ 6,493.83
6	\$ 6,223.48	\$ 6,452.26	\$ 6,724.11
7	\$ 6,441.30	\$ 6,658.73	\$ 6,952.73
8	\$ 6,441.30	\$ 6,658.73	\$ 6,952.73
9	\$ 6,441.30	\$ 6,658.73	\$ 6,952.73
10	\$ 6,441.30	\$ 6,658.73	\$ 6,952.73
11	\$ 6,441.30	\$ 6,658.73	\$ 6,952.73
12	\$ 6,440.79	\$ 6,958.96	\$ 7,526.48
13	\$ 6,440.79	\$ 6,958.96	\$ 7,526.48
14	\$ 6,440.79	\$ 6,958.96	\$ 7,526.48
15	\$ 6,440.79	\$ 6,958.96	\$ 7,526.48
16	\$ 6,698.40	\$ 7,237.16	\$ 7,827.57
17	\$ 6,698.40	\$ 7,237.16	\$ 7,827.57
18	\$ 6,698.40	\$ 7,237.16	\$ 7,827.57
19	\$ 6,698.40	\$ 7,237.16	\$ 7,827.57
20	\$ 6,698.40	\$ 7,237.16	\$ 7,827.57
21	\$ 6,966.38	\$ 7,526.61	\$ 8,169.57

For initial placement on the salary schedule, upper division or graduate units must be taken subsequent to the date of the Bachelor's Degree. Units are computed on semester hour basis

**Adopted by the Board of Education on 9/11/2019
Revised by the Board of Education on 10/9/19**

APPENDIX B-4 – PSYCHOLOGIST SALARY SCHEDULE

**Inglewood Unified School District
Inglewood Teachers Association (ITA) Members Salary Schedule
Fiscal Year 2015–2016 –2% effective 3-01-2016**

**SALARY SCHEDULE FOR PSYCHOLOGIST
Schedule D**

10.25 Month Spread Over 11 Months

Step	Column VI	Column VII	Column VIII
	B.A plus 30 Semester Units w / M.A.	B.A. plus 45 Semester Units w / M.A.	B.A. plus 60 Semester Units w / M.A.
1	5,475.87	5,690.94	5,925.83
2	5,710.79	5,938.06	6,179.06
3	5,941.10	6,180.56	6,426.15
4	6,179.06	6,420.02	6,680.88
5	6,403.25	6,662.57	6,929.49
6	6,635.11	6,902.04	7,185.73
4%	6,900.51	7,178.12	7,473.16
8%	7,165.92	7,454.20	7,760.59

Annual

Step	Column VI	Column VII	Column VIII
	B.A plus 30 Semester Units w / M.A.	B.A. plus 45 Semester Units w / M.A.	B.A. plus 60 Semester Units w / M.A.
1	60,234.58	62,600.37	65,184.16
2	62,818.74	65,318.64	67,969.62
3	65,352.16	67,986.11	70,687.62
4	67,969.62	70,620.18	73,489.68
5	70,435.79	73,288.29	76,224.40
6	72,986.23	75,922.45	79,043.04
4%	75,905.68	78,959.35	82,204.76
8%	78,825.13	81,996.25	85,366.48

Notes:

4% anniversary increment shall be allowed after (15) years of credited service with I.U.S.D.

4% anniversary increment shall be allowed after (20) years of credited service with I.U.S.D.

Additional \$500.00 per year for doctorate degree.

Length of Assignment: 10.25 Spread Over 11 Months

Vacation Days: None

Adopted by the Board of Education on, 3/15/2016 - 2% increase as part of 2015-2016 Negotiations

**Inglewood Unified School District
Inglewood Teachers Association (ITA) Members Salary Schedule
Fiscal Year 2015–2016 –3% effective 7-01-2015**

**SALARY SCHEDULE FOR PSYCHOLOGIST
Schedule D**

10.25 Month Spread Over 11 Months

	Column VI B.A plus 30 Semester Units	Column VII B.A. plus 45 Semester Units	Column VIII B.A. plus 60 Semester Units
Step	w / M.A.	w / M.A	w / M.A
1	5,368.50	5,579.36	5,809.64
2	5,598.82	5,821.63	6,057.90
3	5,824.61	6,059.37	6,300.14
4	6,057.90	6,294.13	6,549.88
5	6,277.70	6,531.93	6,793.62
6	6,505.01	6,766.71	7,044.83
4%	6,765.21	7,037.38	7,326.62
8%	7,025.41	7,308.05	7,608.42

Annual

	Column VI B.A plus 30 Semester Units	Column VII B.A. plus 45 Semester Units	Column VIII B.A. plus 60 Semester Units
Step	w / M.A.	w / M.A	w / M.A
1	59,053.51	61,372.96	63,906.04
2	61,587.00	64,037.88	66,636.88
3	64,070.74	66,653.05	69,301.59
4	66,636.88	69,235.47	72,048.71
5	69,054.70	71,851.26	74,729.80
6	71,555.13	74,433.70	77,493.18
4%	74,417.34	77,411.05	80,592.91
8%	77,279.54	80,388.40	83,692.63

Notes:

4% anniversary increment shall be allowed after (15) years of credited service with I.U.S.D.

4% anniversary increment shall be allowed after (20) years of credited service with I.U.S.D.

Additional \$500.00 per year for doctorate degree.

Length of Assignment: 10.25 Spread Over 11 Months

Vacation Days: None

Adopted by the Board of Education on, 3/15/2016 - 3% increase as part of 2015-2016 Negotiations

APPENDIX B-5 – MISCELLANEOUS SCHEDULE

**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 Country 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

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

Tennis Coaches	Salary
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Head Coach	2361.80
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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 Quadri-weekly
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	35.00/hour

APPENDIX B-6 – ADULT EDUCATION TEACHER SALARY SCHEDULE

Schedule A

Adult Education Teacher Salary Schedule

Effective July 1, 2019

STEP	RATE
1	\$ 35.00
2	\$ 35.00
3	\$ 35.00
4	\$ 35.00
5	\$ 38.50
6	\$ 38.50
7	\$ 38.50
8	\$ 38.50
9	\$ 38.50
10	\$ 42.35
11	\$ 42.35
12	\$ 42.35
13	\$ 42.35
14	\$ 42.35
15	\$ 46.59
16	\$ 46.59
17	\$ 46.59
18	\$ 46.59
19	\$ 46.59
20	\$ 51.24
21	\$ 51.24
22	\$ 51.24
23	\$ 51.24
24	\$ 51.24
25	\$ 56.37

Adopted by the Board of Education on 9/11/2019.

APPENDIX C – CERTIFICATED EVALUATION

INGLEWOOD UNIFIED SCHOOL DISTRICT

APPENDIX A

TEACHER PERFORMANCE EVALUATION AND ASSESSMENT FORM

Each rating of “N” (needs improvement) or “U” (unsatisfactory) given at the “Interim,” an improvement design form must be given to the evaluatee by the supervisor.

Teacher

Date

SECTION I – ADHERENCE TO CURRICULUM/PUPIL PROGRESS

- A. Objective:

- B. Objective:

Evaluator’s Review: (Interim)
Comments:

SECTION II – INSTRUCTIONAL TECHNIQUES (No objective)

Evaluator’s Review: (Interim)
Comments:

SECTION III – CONTROL AND LEARNING ENVIRONMENT

Evaluator’s Review: (Interim)
Comments:

Copies:

Original – Personnel

Copy One – Administrator

Copy Two - Employee

INGLEWOOD UNIFIED SCHOOL DISTRICT

IMPROVEMENT DESIGN	APPENDIX B
Teacher: _____	School: _____

If, at any time during the year, the evaluator determines that the performance of the employee is not satisfactory, a midterm evaluation shall be initiated. This completed Improvement Design form shall be attached to the interim evaluation. Follow-up memo must be completed by the Supervisor at the end of the monitoring date. [Use additional sheets as necessary for more than one area.]

A. SPECIFIC AREA WHERE IMPROVEMENT IS NEEDED
B. SPECIFIC RECOMMENDATIONS FOR IMPROVEMENT
C. TECHNIQUE AND STANDARDS FOR ASSESSING IMPROVEMENT
D. TIME SCHEDULE FOR MONITORING PROGRESS
E. LIST OF RESOURCES AVAILABLE TO ASSIST WITH IMPROVEMENT

Your signature on this document does not necessarily mean agreement with the contents of this form, but merely that you have had the opportunity to read, discuss, and sign the document. A copy of this form will be included with your evaluation documents for this year and you may submit a written response within five (5) working days.

Teacher: _____	Date: _____
Evaluator: _____	Date: _____

Copies:	Original – Personnel	Copy One – Administrator	Copy Two - Employee
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APPENDIX C
 INGLEWOOD UNIFIED SCHOOL DISTRICT
 Inglewood, California

FINAL REPORT SUMMARY
EVALUATION AND ASSESSMENT OF CERTIFICATED PERSONNEL

Teacher:

Date:

Assignment:

School:

I. ADHERENCE TO CURRICULUM/PUPIL PROGRESS

Comments:

Rating: S N U

II. INSTRUCTIONAL TECHNIQUES

Comments:

Rating: S N U

III. CONTROL AND LEARNING ENVIRONMENT

Comments:

Rating: S N U

IV. OTHER RELATED RESPONSIBILITIES

Comments:

Evaluator's Comments:

Recommended for Reemployment? Yes No

 Evaluator's Signature

 Date

The Evaluatee's Comments:

 Evaluatee's Signature

 Date

Evaluatee shall have a copy of this evaluation thirty (30) days prior to the last school day scheduled on the adopted calendar.

[Education Code 44663]

Copies:

Original – Personnel

Copy One – Administrator

Copy Two - Employee

Appendix D
INGLEWOOD UNIFIED SCHOOL DISTRICT
Inglewood, California

TEACHER EVALUATION COMPLIANCE FORM

NAME: _____ SCHOOL: _____
POSITION: _____ STATUS YEAR: LTS P1 P2 PERM
ASSIGNMENT: _____ CREDENTIAL: _____
SUPERVISOR'S NAME AND TITLE: _____

PHASE ONE

All unit members shall be informed, inserviced, and conferenced within 35 days from the start of the Year Round or Traditional Track regarding the evaluation procedure.

Date Informed: _____ Date In-service: _____

Date of Conference: _____ MISASSIGNMENT WITH CONSENT _____

Evaluatee's Signature: _____

Comments/Constraints: _____

Evaluatee's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Formal Observation Date #1: _____
(Conference within five (5) days of observation)

Formal Observation Date #2: _____
(Conference within five (5) days of observation)

PHASE TWO

All unit members shall conference regarding achievement thirty (30) days before the end of the Year Round or Traditional Track.

Evaluatee's Signature: _____ Date: _____

Evaluator's Comments: _____

Evaluator's Signature: _____ Date: _____

Improvement Design: [] None [] See Appendix "B"

MEMORANDUM OF UNDERSTAND – LCFF TK-3 GRADE SPAN ADJUSTMENT

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: 2-16-16



INGLEWOOD UNIFIED SCHOOL DISTRICT

Date: 2/16/16