

# Los Angeles Unified School District

HUMAN RESOURCES DIVISION  
OFFICE OF STAFF RELATIONS

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Administrator

August 27, 2009

Bill Lloyd  
Service Employees' International Union, Local 99  
2724 West Eighth Street  
Los Angeles, California 90005

**RE: JOB STEWARD RELEASED TIME – UNIT G (Playground Aides)**

Dear Mr. Lloyd:

This side letter of agreement is entered into between the Los Angeles Unified School District ("District") and the Los Angeles City and County School Employees Union, Local 99 ("Union") regarding the above referenced matter.

Job Stewards, as designated by the Union pursuant to Article III, Section 5.0 of the collective bargaining Agreement for Unit G (Playground Aides), will be provided no greater than thirty (30) minutes per month, per work location, for the sole purpose of resolving (not soliciting) grievances (as defined in Article IV, Section 1.0) of other employees, subject to all of the conditions set forth below:

1. The Job Steward will provide no less than two (2) working days advance notice to his/her supervisor/administrator of a request to utilize such released time. In such request, the Job Steward will advise his/her supervisor/administrator of the nature of the grievance, the number of minutes of released time being requested and confirmation that the Job Steward has the permission of the employee whose grievance he/she is attempting to resolve.
2. The Job Steward will schedule the released time with his/her supervisor/administrator so as to minimize interference with the Job Steward's regular employee duties. The Job Steward will utilize this released time at his/her assigned work location only. The Job Steward will not enter any work area without the express permission of the immediate supervisor assigned to that work area and will comply with all safety and other rules applicable to that work area.
3. If, in the judgment of the supervisor/administrator, operational needs do not permit the Job Steward to be released, the released time request may be denied or, if initially granted, postponed.
4. During the Job Steward's released time, the Job Steward will not interrupt any other employee who is on working time. Nothing contained herein shall be interpreted to grant released time to any employee other than the Job Steward.

5. The Job Steward's name, classification and work location must appear on the most recent quarterly and/or updated list of Job Stewards provided to the Office of Staff Relations pursuant to Article III, Section 5.0. If no quarterly list has been provided, this side letter shall not be in effect.
  - a. This Job Steward list must clearly state who the designated Job Steward is and who the alternate Job Steward is, if any.
  - b. The total released time for the designated Job Steward and the alternate Job Steward, if any, shall not exceed 30 minutes per month, combined.
  - c. To be valid, this list must meet the requirements of Article III, Section 5.0.
  - d. For a Job Steward to be eligible for released time, the Union must designate on the list that the Job Steward has completed the Union's training on proper utilization of these procedures.
6. The Job Steward must have the permission of the employee whose grievance he/she is attempting to resolve before using released time with respect to that employee's grievance.
7. These procedures shall not be used for the resolution of disciplinary matters or for the purposes set forth in Article IV, Section 5c, 5d and 5f.
8. Nothing contained herein shall alter the provisions set forth in Article V, Grievance Procedure.

Job Stewards will be provided with training by the Union on the proper utilization of these procedures. Job Stewards will utilize these procedures in good faith, and will not request or use released time outside the parameters set forth herein. Abuse of these procedures may result in the District electing to terminate this side letter prior to the expiration date set forth herein.

Claimed violations of this side letter are not subject to Article IV, Grievance Procedure.

This side letter shall expire on December 31, 2009 unless extended through mutual written agreement between the parties.

Sincerely,



John Bowes, Ed.D.  
Office of Staff Relations

SO AGREED:



Bill Lloyd

8.27.09  
Date

UNIT G

MEMORANDUM OF UNDERSTANDING

2008-2011

This Memorandum of Understanding is made and entered into this 23<sup>rd</sup> day of August 2009, by and between the Board of Education of the Los Angeles Unified School District ("District") and the Service Employees International Union, SEIU, Local 99 ("Local 99") for employees in Unit G (Playground Aides).

Pursuant to Article XIV of the parties' 2005-2008 Agreement, the District and Local 99 have met and negotiated in good faith and have completed their negotiations for a 2007-2008 reopener agreement as well as a successor collective bargaining Agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2005-2008 Agreement and the 2006-2007 Reopener Agreement are incorporated as part of the parties' successor Agreement except (1) as modified by this Memorandum of Understanding or (2) as required to make appropriate, non-substantive language corrections.
- B. For the 2009-2010 school year, the District and Local 99 agree to the following:
  - 1. Reopener: The parties have agreed to reopen on base salary rate. The parties have agreed that each party may reopen on two contract articles.
- C. For the 2010-2011 school year, the District and Local 99 agree to the following:
  - 1. Reopener: The parties have agreed to reopen on base salary rate. The parties have further agreed that each party may reopen on two contract articles.
- D. The parties' 2005-2008 Agreement and 2006-2007 Reopener Agreement shall be further modified as follows:
  - 1. Article III, Union Rights, as attached.
  - 2. Article IV, Grievance Procedure, as attached.
  - 3. Article IX, Evaluation, as attached.
  - 4. Article XI, Wages, as attached.
  - 5. Article XIV, Term of Agreement, as attached.

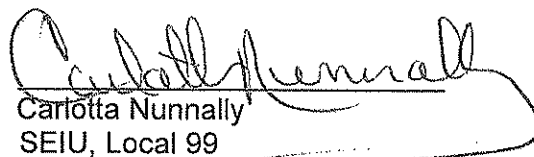
The above is subject to ratification by the Local 99 membership of Unit G and to final approval by the LAUSD Board of Education.

Date of agreement: August 27<sup>th</sup>, 2009

Los Angeles Unified School District

SEIU, Local 99

By:   
John A. Bowes, Ed. D.  
Office of Staff Relations

By:   
Carlotta Nunnally  
SEIU, Local 99

Adopted and approved by the Board of Education on \_\_\_\_\_, 2009.

By: \_\_\_\_\_  
Monica Garcia, President  
Board of Education

## ARTICLE III

### UNION RIGHTS

1.0 Access: Any authorized Union representative shall have the right of reasonable access to District facilities, including employee mailboxes, for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and estimated length of visit. The representative may contact employees during duty-free periods, or before and after employees' hours of service. The representative shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: The Union shall have the right to post notices of official Union matters on a designated bulletin board or a section of a designated bulletin board established for the Union's exclusive use at each work site where employees are assigned.

3.0 Release Time for Negotiations: The District and the Union agree to attempt in good faith to schedule negotiations during employees' non-work time, including all District work assignments. In the event negotiations are scheduled during duty hours, no more than two (2) negotiating team employee representatives designated by the Union shall be released from duty with no loss of playground aide pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement. The Union and the District may agree that additional employees shall receive such released time.

4.0 ~~Tape List of Employees~~: The Union shall be provided quarterly via compact disc a current ~~tape list~~ of names, employee numbers, classifications, last input addresses, home and telephone numbers, and work locations, hourly rate and social security numbers of all employees covered by this Agreement. This list will also include all employees newly hired into the bargaining unit during the preceding quarter and all bargaining unit employees who have separated from the District during the preceding quarter.

4.0

5.0 Job Stewards: At each work location, the Union will have the right to designate, pursuant to its own procedures, one employee (and one alternate) to serve as the Job Steward. The Union shall provide inform the Office of Staff Relations in writing a written quarterly list of each employee so designated by name, classification and work location. If, during a quarter, the Job Steward designation changes, the Union shall inform the Office of Staff Relations in writing of the changed information within fifteen (15) days of the change being made. The Job Steward shall have the right to:

- a. Represent an employee from that work location upon

### Article III – Union Rights

requesting a formal grievance meeting, provided that where a Union staff representative has assumed responsibility for the grievance, the Job Steward may not attend on a release time basis;

b. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use is not on the Steward's paid time (excluding rest periods) and does not interfere with normal office business at the location;

c. Have the right to coordinate Union meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is not interference with other scheduled duties or events;

d. Post, initial, and date official Union notices on officially designated bulletin boards and, where they currently exist, in employee mailboxes;

e. Report to the appropriate administrator, upon discovery and without delay, any unsafe or unsanitary conditions at the work site; and

f. Have the right to inspect, and copy (at Union expense at the regular District rate) non-exempt public records maintained at the work site which relate to administration of this Agreement and-

g. There shall be no reprisals against the Job Steward for the performance of his/her steward responsibilities.

6.0 Release Time at Union Expense: An excused leave of absence from regular duties without loss of compensation shall be provided to employees designated by the Union for the purpose of attending to union meetings or other union business. Such leaves shall not exceed one (1) work day per school year per employee and ten (10) work days per school year for all employees. The Union shall promptly reimburse the District for the full cost of any such leaves and shall arrange with the Office of Staff Relations for such leave not less than five (5) working days prior to the anticipated absence. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Staff Relations and the Union for resolution.

7.0 Copies of Agreement: A reasonable number of copies of this Agreement will be provided by the District to the Union for its ratification meeting.

## ARTICLE IV

### GRIEVANCE PROCEDURE

1.0 Grievance and Parties Defined: A grievance is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:

- a. An employee;
- b. The Union on behalf of an identified employee(s); or
- c. The Union on its own behalf as to alleged violations of rights granted to the Union in this Agreement.

1.1 All matters and disputes which do not fall within the above definition of a grievance are excluded from this procedure, including but not limited to those matters for which other methods of adjustment are provided. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VI (Non-Discrimination) are to be handled through the Equal Opportunity Section or under appropriate statutory and/or judicial procedures and are not subject to the grievance procedure of this article.

1.2 If the same or essentially the same grievance is filed by more than one employee, then one grievant may process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the remaining pending grievances.

1.3 The respondent in any grievance shall be the District itself rather than any individual administrator.

1.4 Unless the parties mutually agree to the contrary, the filing or pendency of a grievance shall not delay or interfere with any District action while the grievance is being processed. By the same token, if it is later determined that the grievance is meritorious, nothing in the foregoing sentence shall preclude remedial relief covering the period during which the grievance was being processed.

1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of a defense that the matter is not grievable or not subject to arbitration under this Agreement, or that the grievance should be denied for other reasons which do not go to the merits.

2.0 Representation Rights: At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a

## Article IV - Grievance Procedure

Union representative from this unit. The administrator shall have the right to be accompanied by another administrator or District representative. By mutual agreement other persons such as witnesses to the facts upon which the grievance is based may also attend grievance meetings.

2.1 When a grievant is not represented by the Union, the District shall promptly furnish to the Union a copy of the grievance. If the grievance is withdrawn without a settlement, the District shall so notify the Union. The District shall not agree to a final resolution of the grievance until the Union has been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter.

3.0 Release Time for Employees and Union Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee release time, including necessary travel time, without loss of salary and with mileage reimbursement, will be provided to the grievant, to the job steward and to any witness who attends by mutual agreement.

4.0 Confidentiality: In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is finally resolved, neither the Union, the District nor the grievant shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for hearing.

5.0 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. The District shall respond in writing, in a timely manner as provided in this Article. If the District fails to respond to the grievance in a timely manner at any step, the grievant has the option to proceed directly to the next step of this procedure. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

6.0 "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal or school holidays.

7.0 Informal Conference: Before filing a formal written grievance under Step One, the employee is encouraged to make a reasonable attempt to resolve the dispute by means of an informal conference with the immediate administrator. However, the grievance must be filed within the time limits required under Step One, whether or not the employee has utilized these informal efforts.

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be

## Article IV - Grievance Procedure

presented in writing to the administrator on the District Grievance Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. A copy of the form shall be forwarded to the Office of Staff Relations by the employee or his/her representative. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance and the supervisor shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting.

8.1 If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.

9.0 Step Two: If the grievance is not resolved at Step One, the grievant or his/her representative may, within five (5) days after the termination of Step One, send a written request with a copy of the grievance form to the appropriate Local District Superintendent/Division Head or designee. If at his or her discretion the Local District Superintendent/Division head or designee desires, a meeting may take place within five (5) days from receipt of the grievance. The administrator shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting, or if no meeting is held, on the fourteenth (14th) day following receipt of the grievance.

10.0 Request for Arbitration: If the grievance is not resolved at Step Two, the Union, with the concurrence of the grievant, may submit the matter to arbitration by written notice to the District's Office of Staff Relations (with a copy to the Staff Relations representative involved) within five (5) days after termination of Step Two.

11.0 Selection of Arbitrator: Within seven (7) days of receipt of the request for arbitration, the Union and the Office of Staff Relations shall meet to select an arbitrator. The arbitrator shall be jointly agreed upon by the Union and the District, or shall be selected from the following list by alternatively striking names until one remains. The party who strikes first shall be determined by lot.

Howard Block  
Chester Brisco  
Bonnie Castrey  
Joseph Gentile  
Anthony Sinicropi

If the arbitrator selected indicates that he/she will not be available for hearing within sixty (60) days, the parties shall proceed to select another arbitrator as indicated above.

## Article IV - Grievance Procedure

11.1 The hearing shall be under the direction of the Arbitrator who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

11.2 The Office of Staff Relations shall be responsible for the arrangements for the hearing, the maintenance of records and such other services as may be required by the Arbitrator in fulfilling his/her responsibilities.

11.3 The parties shall exchange lists of proposed witnesses through the Office of Staff Relations not later than five (5) days prior to the first date of the hearing.

11.4 Neither party shall communicate with the Arbitrator without first contacting the other party to explain the purpose of the intended communication.

12.0 Optional Preliminary Hearing on Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, untimeliness, matter beyond scope of procedure, or breach of confidentiality provisions), the District may cause its claim to be heard and ruled upon by the arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing it shall so advise the other party prior to selection of the arbitrator. Immediately after selection of the arbitrator for the preliminary hearing, either the Union or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required.

12.1 There shall be at least fifteen (15) days between the Arbitrator's decision on the preliminary matter(s) and any hearing on the merits.

12.2 The preliminary hearing is optional to the party having the right to invoke it. If not utilized, the party shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives the other party ten (10) days' notice of its intention to do so. Moreover, both the Union and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

13.0 Scheduling Hearings and Decisions: Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the arbitrator.

14.0 Limitations Upon Arbitrators: The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance and if so what the remedy should be within the meaning of the Agreement. Past practice of the parties in interpreting and applying the terms of this

## Article IV - Grievance Procedure

Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or detraction) of the terms of this Agreement. The arbitrator shall have no power to render an award on any grievance arising before or after the term of this Agreement.

15.0 Effect of Arbitration Award: The arbitrator's decision shall be final and binding upon the grievant(s), the District and the Union. The California law on final and binding arbitration awards between a school district and an employee organization shall be applicable to such a decision.

15.1 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and the Union's sole and final remedy for any claimed breach of this Agreement.

16.0 Expenses: All fees and expenses of the arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of procedure shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

16.1 Rescheduling / Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed<sup>[g]</sup>.

17.0 Grievance Files: The District's Office of Staff Relations shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so. Grievance documents, including arbitration awards, shall never be placed in an employee's examination folder.

18.0 No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

## ARTICLE IX

### EVALUATION

1.0 Schedule: Employees assigned as a School Supervision Aide shall be given a performance evaluation at least once every school year. Employees assigned as a Playground Supervisor, Playground Worker, or Part-time Playground Helper to a Youth Services Section-funded program who are regularly assigned Monday through Friday shall receive periodic Visitation Evaluation Reports from the appropriate immediate supervisor.

2.0 Procedure to be followed: Performance evaluation reports, including any annual and interim evaluations, shall be made on forms prescribed by the District.

2.1 Evaluations shall be based on direct observations or knowledge or upon knowledge or information communicated directly to the evaluator and in accord with the facts and not upon unsubstantiated charges or rumors. It is understood with regard to the evaluation that the evaluator (generally the immediate administrator/ supervisor) will, where appropriate, consult with the staff person responsible for directing the employee's work.

2.2 The evaluator shall discuss the written performance evaluation report with the employee at the time the evaluation is issued. However, in the event the parties are unable to meet, the supervisor shall arrange for a discussion at a later date. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the employee's option at the time of the conference or at a later date. The employee shall receive a copy of the evaluation.

3.0 Grievances: Any grievance filed alleging a violation of the foregoing sections shall be limited to a claim that the above procedures have not been complied with and shall not challenge the substantive content of the material(s) in question. If it is determined that a given procedure has been violated, the remedy shall be an order requiring compliance.

4.0 Nothing in this article shall in any way alter or change the status of employees in this unit as unclassified "at-will" employees who may leave or be dismissed from their positions at any time with or without notice or cause. Without altering or modifying this at-will status, upon making a request to the site administrator within 72 hours of release from District service, an employee who is released will be informed of the reason for release. The District's decision regarding release from service is final and is not subject to the grievance and arbitration procedures provided for in this Agreement.

5.0 -Discussions between a Unit employee and District

supervision concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this Section, "privately" means either a private location, or a location which may be in public view but is not within earshot of other employees.

5.1 The District will take reasonable steps to inform staff to avoid conversations in public with Unit members concerning the member's unsatisfactory work performance or work-related problems. If a Unit member has a complaint about the manner in which a conversation with staff concerning the member's unsatisfactory work performance or work-related problems has occurred, he/she may bring such concerns to the site administrator or designee[gl].

## ARTICLE XI

### WAGES

1.0 Wages and salaries are attached to and incorporated in this Agreement as Appendix A. Such salaries shall be paid for all hours authorized and worked in a unit classification.

#### 2.0 Payroll Errors:

~~2.1 A payment shortage in a regular salary warrant received by an employee shall be corrected within thirty (30) calendar days after it is reported to the Payroll Services Branch by the employee's time reporting person.~~

~~2.2 Emergency Pay Allowance: Notwithstanding Section 2.1 above, An employee who does not receive a scheduled pay warrant or receives an substantial underpayment because of problems involving assignment, time reporting, payroll processing, or key punching may request a Supplemental Pay Warrant Emergency Pay Allowance which shall be ninety five (95) percent of the employee's normal net pay for hours reported and approved by the employee's work location. The request will be processed and a warrant made available for pick-up within 3 work days unless the employee requests that the warrant be mailed. Such a request should be made to the time reporting person at the employee's work location who will then contact the Payroll Services Branch on any day of the week following payday. If the request to Payroll Services Branch is made by 12:00 noon, the Emergency Pay Allowance will be ready for pickup or mailing between 3:30 p.m. and 5:00 p.m. on the same day. The Payroll Services Branch will make every effort to resolve the salary payment problem and forward the remaining five (5) percent of net pay in the next weekly supplemental payroll. The issuance of an Emergency Pay Allowance will not cause the succeeding salary payment to be delayed if requested no later than the Friday after a regular payday. In circumstances where the employee received no warrant at all or a substantial underpayment of at least 50% of their normal net pay, the employee may request that a Supplemental Pay Warrant be made available for pick-up within 1 work day unless employee requests that the warrant be mailed.~~

a. ~~An Emergency Pay Allowance~~ A Supplemental Pay Warrant cannot be made for a pay warrant that has been issued but is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed.

b. In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to the Payroll Services Branch.

## Article XI – Wages

c. The District will give written or verbal notification to an employee in the event of a garnishment or a tax lien.

2.3 Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article IV shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who received an overpayment of more than fifty dollars (\$50.00) prior to making any deductions to recover such overpayment from the employee's subsequent salary payments. The District may allow the affected employee to establish a reasonable method of repayment with the Payroll Services Branch.

3.0 Mileage Reimbursement: Employees who are required to use their personal vehicle for District business shall, beginning July 1, 2009, be reimbursed at the rate of thirty eight (38) cents per mile for Internal Revenue Service established standard business rate, for all miles driven in District service.

## ARTICLE XIV

### TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2011, and thereafter be extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Union at any time after May 15, 2011.