

Carpinteria Unified School District

**STATEMENT OF ALLEGED Grievance: Certificated CBA
LEVEL I**

Name of Grievant:	CAUSE (CFT # 2216), on behalf of Certificated Employees		
Date:	Nov. 20, 2019	School District:	CUSD

Contract section violated:

Including, but not limited to **Article 7: Professional Day** (primarily provisions contained in **Article 7.4**) and **Article 5: Association Rights**.

Statement:

Article 7.4, contained in the Certificated Contract, establishes clear expectations associated with “**Early Release**” days (i.e. Wednesdays) at Carpinteria Middle School (*hereafter*, CMS). The article clarifies that a unique schedule exists on Wednesdays at CMS. On “**Early Release**” Wednesdays, students are released early with the intention of securing collaboration and professional development time for site-faculty.

The purpose of these early release days is stated clearly in **Article 7.4**, “ * **Early Release and Late Start are scheduled for grade level / department collaboration and professional development.**”

In regard to the time secured by the early release of students, the bargaining partners agreed to reserve up to 1.25 hours for the purpose of collaboration and/or professional development. That said, the responsibility for planning and agendaing this “**Early Release**” time changes, depending on where in any given month the “**Early Release**” Wednesdays fall.

When an “**Early Release**” Wednesday falls in the first week of the month, the 1.25 hours of collaboration / professional development time is reserved for a school-site staff meeting. School-site staff meetings are only scheduled once a month and topics are determined/planned by District-Administration. Unless a faculty member’s absence is endorsed by Site-Administration, faculty attendance is mandatory at these school-site staff meeting.

However, when an “**Early Release**” Wednesday falls on any other week of the month, it is reserved for faculty collaboration meetings, otherwise know as, Professional Learning Communities (*hereafter*, PLC’s). The topics covered at these PLC meetings are determined / planned by the faculty within each department; not District or Site-Administration.

Although District administration is permitted to schedule professional development opportunities during PLC meeting time, faculty attendance at those professional development opportunities is voluntary. Specifically, the contract clarifies the voluntary nature of professional development scheduled by District Administration on “[Early Release](#)” Wednesdays (i.e. during PLC collaboration time), “[* Early Release and Late Start](#) are scheduled for grade level/department collaboration and professional development. Principals may schedule voluntary professional development during PLC time.”

By directing faculty to attend professional development training during “[Early Release](#)” Wednesday PLC time, the District not only prevents Department members from engaging in the direct collaboration opportunity scheduled during those times, it also violates the expressed provisions contained in **Article 7.4**.

To provide further context, Article 7.4, is provided in its entirety.

7.4 Instructional Day.

All Elementary Sites:

TK 8:00 – 1:00 with 45 minute lunch/recess daily

K-5 8:00 – 2:30 M, T, TH, F with 45 minute lunch/recess daily

K-5 8:00 – 1:00 W, *Early Release

TK-K 8:00 – 12:00 First six weeks of school

Carpinteria Middle School:

CMS 8:30 – 3:00 M, T, Thu. F with 35 minute lunch daily

CMS 8:30 – 1:30 W, *Early Release

Carpinteria High School:

CHS 8:00 – 3:00 T, W, Th, F with 35 minute lunch daily

CHS 8:45 – 3:00 M, *Late Start

* Early Release and Late Start are scheduled for grade level/department collaboration and professional development. Principals may schedule voluntary professional development during PLC time.

Beyond the above, there is also a nexus to **Article 5: Association Rights**. The Union believes it is not a coincidence that the District has chosen to maintain its directive when the Union President is involved, but has been willing to retract its directive/s for other faculty suffering under the same conditions. The District's inconsistent actions provide yet another example of the special attention District leadership pays to elected Union Leadership. This time, the District's violating actions seem another effort to "bait" union leadership into behaviors / responses that could result in accusations of insubordination and subsequent disciplinary action.

Redress sought:

- The District will cease and desist from its violating actions and directives.
- The District will permit, as per the CBA, faculty to attend contractually protected collaboration time, which is so critical to the maintenance of the teaching and learning environment.
- The District will not undermine the professional reputation or records of those faculty members who choose to forgo voluntary professional development opportunities, to attend the previously scheduled PLC department / grade level meetings.
- The District will announce, in writing publicly and across the District, their agreement to honor the Certificated CBA as it is both intended and written. In this communication, the District will specifically clarify the voluntary nature of any professional development scheduled during grade level / department PLC collaboration time.
- Given the District's stated budgetary position, the CUSD will share with the Board of Trustees, all District personnel, and Union leadership the total cost (*in resources, legal fees, and administrative time*) expended in the District's efforts to maintain the violating behaviors / actions associated with this grievance.
- The District will acknowledge, in writing, that the contract language associated with this grievance similarly clarifies the voluntary nature of professional development scheduled during "Early Release" PLC collaboration time at both the elementary and high school levels.
- Any other appropriate remedies.

Date, place, and participants of informal conference prior to filing this document:

The Union sought to resolve this grievance in a variety of venues:

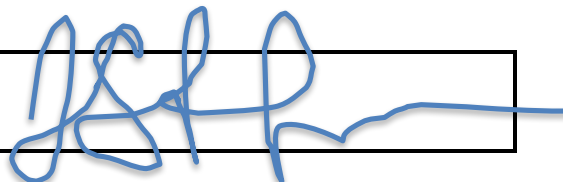
- 1.) Direct conversations with the CMS Principal, which took place during the week of October 27th – November 1, 2019.
- 2.) Email correspondence between the CMS Site-Principal, Human Resource Director Diana Zapata, & Superintendent Diane Rigby, which took place during the weeks covering October 30, 2019 through November 19, 2019. [No further decision rendered.]
- 3.) On November 19, 2019, when it was clear that:

(A) the CMS Site-Principal, based upon her expressed misinterpretation of the contract, had not changed her directive

...and...

(B) that CUSD Human Resource Director Diana Zapata & Superintendent Diane Rigby had neither responded nor even acknowledged our informal efforts to resolve the grievance

...the Union carried the topic directly to Human Resource Director and District lawyer, Jay Fernow. On this date, the bargaining partners had met for collective bargaining. Union leadership had the unique audience of the Human Resource Director, Diana Zapata, and the attention of Superintendent, Diane Rigby, who both participated in the development of the relevant contract language, and were in a position to quickly and efficiently resolve this dispute. Instead, the CUSD allowed the District lawyer to further mischaracterize the agreement contained in **Article 7.4**. The Union was therefore compelled to submit the grievance.

Signature:	
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John S. Hotchner * C.A.U.S.E. President [11/20/2019]