

AGREEMENT BETWEEN THE
CARPINTERIA UNIFIED SCHOOL DISTRICT
CARPINTERIA, CALIFORNIA

AND THE
CARPINTERIA ASSOCIATION OF
UNITED SCHOOL EMPLOYEES

AFT #2216 (afl-cio)

July 1, 2007 – June 30, 2018

Revised 2/1/13, 5/30/13, 11/19/13, 5/28/14, 10/25/16 (Addendum at end of contract)

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1. DISTRICT RIGHTS	3
ARTICLE 2. RECOGNITION	4
ARTICLE 3. CLASS SIZE.....	5
ARTICLE 4. GRIEVANCE PROCEDURE.....	7
ARTICLE 5. ASSOCIATION RIGHTS	11
ARTICLE 6. COMPENSATION AND BENEFITS	13
ARTICLE 7. PROFESSIONAL DAY AND RESPONSIBILITY.....	20
ARTICLE 8. TRANSFER AND REASSIGNMENT.....	22
ARTICLE 9. EVALUATION	24
ARTICLE 10: PERSONNEL FILES	26
ARTICLE 11. SHARED DECISION MAKING	27
ARTICLE 12: DISCIPLINE SHORT OF DISMISSAL	28
ARTICLE 13. LEAVE PROVISIONS	29
ARTICLE 14. TEACHER ON SPECIAL ASSIGNMENT “TOSA”	39
ARTICLE 15. ORGANIZATIONAL SECURITY	40
ARTICLE 16. SAVINGS PROVISION	43
ARTICLE 17. CONCERTED ACTIVITIES	43
ARTICLE 18. SUPPORT OF AGREEMENT	43
ARTICLE 19. EFFECT OF AGREEMENT.....	43
ARTICLE 20. COMPLETION OF MEET AND NEGOTIATION	44
ARTICLE 21. TERMS OF THE AGREEMENT	44
APPENDIX A – CERTIFICATED SALARY SCHEDULE	45
APPENDIX B – CERTIFICATED EVALUATION FORM.....	48
APPENDIX C – PEER ASSISTANCE AND REVIEW DOCUMENTS.....	53
ADDENDUM	

PREAMBLE

This is an Agreement made and entered into this November 8, 2007 between the Carpinteria Unified School District (hereinafter referred to as “District”) and Carpinteria Association of United School Employees (CFT-AFT #2216) (AFL-CIO) (hereinafter referred to as “Association”).

ARTICLE 1. DISTRICT RIGHTS

- 1.1 The Association confirms that the District retains all of its powers and authority to direct, manage and control to the full extent of the Law.
- 1.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 1.3 **Emergency.** The District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
 - 1.3.1 Emergency is defined as a natural disaster, national disaster as declared by a State or Federal official, Act of God, or epidemic as declared by the County or State Health Department which directly affects normal school operations and is expressly excluded from the provisions of the **Grievance Procedure, Article 4.** Normal school operations will resume as soon as the District determines it is safe and healthful to do so.

ARTICLE 2. RECOGNITION

The District confirms its recognition of the Association as the Exclusive representative for that unit of employees as per the certification of the Educational Employment Relations Board in case #LA-R-496.

- 2.1 **Included:** In order for a temporary, probationary or tenure certificated part-day or full-day employee to be included in the unit, fifty percent (91 days) or more of the teacher regular work year indicated on the District calendar must be serve in the certificated position: Teacher (Classroom – all subjects and grades); Teacher (Learning Handicapped Class); Teacher (Resource Specialist); Certified Preschool and Children Center Teacher (Associate Teacher, Master Teacher, Site Supervisor), Speech and Language Specialists; Resource Teacher; Middle School Counselor; High School Counselor; Community Home Based Teacher; Teachers on Special Assignment; and Certificated Librarian.
- 2.2 **Excluded:** Superintendent, District Administrator, Principal, Assistant Principal, Psychologist, Dean, any Management-designated Supervisory or Confidential part or full-time position Preschool Directors, Substitute Certificated positions, Long Term Substitute Certificated position, service under Education Code Sections 44909 and 44910 except the position of Resource Specialist employed under the State Master Plan for Special Education, CETA and Manpower-type positions, summer school or after school positions, and consultants.

Article 2 revised 5/30/13

ARTICLE 3. CLASS SIZE

Both the District and the Association recognize that they have an interest in keeping class sizes as low as feasible. To that end, the District is committed to implement Class Size Reduction within reasonable fiscal constraints. They also recognize that class size is an important element in the learning of children and will dedicate their future efforts to maintaining and improving the quality of the District's instructional programs. While there are many competing priorities for District resources, an important priority must be to retain the character of the community and the schools by making class size a continuing concern.

- 3.1 The District determines the numbers and types of classes/subjects that are scheduled. Within the following framework, specific class sizes are determined by the superintendent in conjunction with the principals. CAUSE and the District value class size reduction and believe that reasonable class size promotes effective instruction. As long as sufficient resources are available to maintain the program [in the sole discretion of the Board of Education], the District will maintain the State of California's "K-3 class size reduction program (currently 20-1 within the parameters of the State's regulation)."

Kindergarten Regular class limit is 29: 20-1 as set out above.

Grades 1-3 Regular class limit is 30 20-1 as set out above.

Grades 4-6 Regular class limit is 32

Grades 7-8 Regular class limit is 35

Grades 9-12 Regular class limit is 36 (with individual teacher average limit of 34)

Remedial classes Class limit is 28 (with individual teacher average limit of 24)

Grades 7-12 P.E. (except athletics and band), chorus and computer operations have an individual teacher average limit of forty-eight (48). Chorus and computer operations have a class limit of fifty (50). P.E. has a class limit of fifty-two (52), except those classes in a semester which contain athletes returning from or about to enter extra-curricular athletics, in which case the class size maximum shall be sixty (60). Marching, Concert Bands and athletics are exempted from specific class/size teacher ratios.

- 3.1.1 Grades K-12 Upon notification of the Association and voluntary written consent of the teacher these maximum class sizes may be exceeded.

- 3.1.2 All students that participate in the class on a regular basis (excluding Teacher Aides) will be counted towards that teacher's class size. A student assisted with a special education aide will not be counted.

- 3.2 Whenever the class size maximum is exceeded during the period September through April, the following process will be instituted. The Principal or designee has five (5) work days to meet with the teacher to brainstorm options to deal with the issue. The teacher may seek the assistance of others in the resolution of the class size issue. If no modification is made by the sixth (6th) workday, the principal will allocate \$50.00 for each student in excess of the maximum to the teacher to order instructional supplies as determined by the teacher.
- 3.3 For K-3 Class Size Reduction, the class size maximum for the purposes of this process shall be three more than the State average for full funding.
- 3.4 The \$50.00 is available on a per semester basis at all schools.
- 3.5 In the event the class size drops back below maximum level, the \$50.00 will be retained, but the next student above the maximum will not trigger an entitlement to another \$50.00 if after the principal meets with the teacher and interested others, the decision is made to retain that student in the class.
- 3.6 The District and CAUSE recognize that the Williams settlement requires the provision of adequate materials and textbooks to accommodate all students. When a teacher believes he or she needs materials, textbooks, desks or other materials as set out in Williams, the teacher will bring the matter to the attention of the principal. In the event there is a delay in fulfilling the needs of the students, the teacher or CAUSE representative shall in writing inform the Superintendent of the delay.

ARTICLE 4. GRIEVANCE PROCEDURE

4.1 Definitions

- 4.1.1 A **grievance** is a formal written allegation by a grievant that has been adversely or personally affected by a violation of the specific provisions of this Agreement in the areas of the scope of representation (Government Code 53543.2) which has been filed as per this Article. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, by the administrative regulations and procedures of this School District or which are not within the scope of the written Agreement are not covered by this procedure.
- 4.1.2 A **grievant** shall be an individual unit member, a group of unit members, or the Association when it grieves on behalf of specified individuals or regarding a Association right provided by this Agreement.
- 4.1.3 A **day** is any day in which the central administrative office of this School District is open for business.
- 4.1.4 The **immediate supervisor** is the individual having immediate jurisdiction over the grievant who has been designated to adjust grievances.
- 4.1.5 A **designee** may be any one or more of the following: Member(s) of the Board of Education; Superintendent; Assistant Superintendent, Business; legal advisor(s); or any other persons selected by the Board of Education to aid in making a decision.

4.2 Informal Level

- 4.2.1 Before filing a formal written grievance, the grievant is to attempt to resolve it by an informal conference (I) with his/her immediate supervisor.
- 4.2.2 An additional informal conference (II) may be scheduled by the unit member in a further attempt to resolve the grievance.

4.3 Level I

- 4.3.1 Within ten (10) days after the occurrence of the act, omission giving rise to the grievance, or when it becomes apparent and a correction can still be made, the grievant must present the grievance in writing, fully completed on the appropriate District form to the immediate supervisor. Failure to do so automatically disallows the filing of the grievance. This statement shall be a clear, concise statement of the grievance, specific Section of the written Agreement within the

scope of representation alleged to have been violated, the circumstances involved, witnesses and supporting data (if any), the decision rendered at the informal conference, and the specific remedy sought.

4.3.2 The immediate supervisor shall communicate the decision to the employee and superintendent in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

4.3.3 Within the above time limits either party may request a personal conference.

4.3.4 The Association may select a representative, who upon invitation of the grievant, may participate in the grievance process at informal conference (II) and Levels I and II and III.

4.3.5 The District may select a representative who may participate in the grievance process at the informal conference (II) and Levels I and II and III.

4.4 **Level II**

4.4.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate District form to the superintendent or designee within five (5) days.

4.4.2 This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

4.4.3 The superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the superintendent or designee may request a personal conference within the above time limits.

4.5 **Level III- Arbitration.** If within a period of ten (10) days after receipt of the decision of the appropriate administrator, the grievant is not satisfied with the decision rendered at Level II, and wishes to appeal the grievance further, the Association may, after consultation with the grievant, submit on the appropriate District form to the superintendent, an appeal for Arbitration. It is expressly understood that the only matters which are subject to Arbitration are grievances as defined in Section 4.1.1 which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

4.5.1 **Arbitrator** - The Arbitrator shall be selected by the grievant and the superintendent within five (5) days after such appeal request is received by the superintendent. If the two parties fail to reach agreement on the choice of an Arbitrator within five (5) days, the California State Conciliation Service or the American Arbitration Association will be requested to supply a list of five names.

Each party will alternately strike from the list until only one name remains. The order of striking will be determined by flip of the coin.

4.5.2 It shall be the function of the Arbitrator to decide whether there has been a violation of the Agreement, and provide remedy if there has been a violation. The Arbitrator shall be subject to the following limitations:

4.5.2.1 The Arbitrator shall have no power nor authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or the written policies, rules, regulations or procedures of the District.

4.5.2.2 The Arbitrator shall have no power nor authority to establish or change the structure of the salary schedule or Responsibility Levels, or hourly rates of pay.

4.5.2.3 The Arbitrator shall have no power nor authority to make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

4.5.2.4 All costs for the services of the Arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, costs of any hearing room and the recording, and preparation, and typing of any reports shall be paid by the Association. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.

4.5.2.5 Either party may arrange for a reporter to record the hearing. The cost of service and the expense of such report shall be paid by the party arranging the reporting.

4.5.2.6 If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

4.5.2.7 The decision of the Arbitrator will be submitted to the District and the Association and it will be binding upon the parties to this Agreement.

4.5.3 No recommendation rendered by the Arbitrator shall be retroactive beyond the date of filing of the grievance in Level I of this Grievance Procedure. The Arbitrator shall have no power to render a decision on any grievance occurring before or after the term of this Agreement.

4.6 **Waiver.** The grievant and superintendent or designee may mutually agree in writing to waive any step in this grievance procedure.

- 4.7 **Association to receive copy.** The District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the final proposed resolution, and has been given an opportunity to file a response. Said response shall be filed by the Association within ten (10) days following receipt.
- 4.8 Up to three (3) Association representatives may be annually designated to receive non-instructional time-off for the processing of grievances at Levels I and II (Sections 4.4 and 4.5) subject to the following conditions:
- 4.8.1 Twenty-four hours prior to release from duties for grievance processing the designated representative shall inform and receive the approval of the District;
- 4.8.2 That such time-off shall be limited solely to representing a grievant in a conference with a management person, at Levels I and II and III and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- 4.8.3 That no more than one representative shall receive time-off at any one time.
- 4.8.4 The District reserves the right to limit time-off from duties when it determines that the program of education is being materially affected because of member(s) absence.

ARTICLE 5. ASSOCIATION RIGHTS

5.1 **Payroll Deductions.** The District will deduct from the pay of Association members and pay the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:

- 5.1.1 Such deduction shall be made only upon the submission on a District-approved form of a duly executed and revocable authorization by the employee.
- 5.1.2 The submission of new, changed or discontinued deductions on or before the 10th day of each month will go into effect with the subsequent pay warrant. Submission of the deduction after the 10th day of each month will go into effect with the second following pay warrant. (For example, submission of a deduction form on October 8th will go into effect on the October 31st pay warrant whereas submission of a deduction form on October 17th will go into effect on the November 30th pay warrant.)
- 5.1.3 Neither any unit member nor the Association shall have any claim against the District for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the superintendent within thirty (30) days after the date such deduction(s) were or should have been made.
- 5.1.4 The list of persons for whom such deductions are made as supplied by the County Schools Office on its computer print out will be given to the Association treasurer when received.
- 5.1.5 The Association agrees to indemnify and hold harmless the District, its officers, employees, and agents for any loss or damages arising from the operation of this Article.

5.2 Communication with Members

- 5.2.1 All Association business, discussions, and activities will be conducted by unit members or Association officials so as to not interfere with instruction, except when authorized by the President of the Association and the Superintendent.
- 5.2.2 The District and the Association agree that the after-school hours of one day each month should be reserved for Association activities. The District agrees to not schedule District or site level meetings on those afternoons without prior approval of the Association. These days shall be identified prior to the end of the proceeding school year. For the 2007-2008 school year the second Tuesday of each month is reserved for Association activities.
- 5.2.3 The Association will obtain a Civic Center Permit for meetings to verify the availability of the facilities. Such requested activities and use of facilities will not

interfere with the program of education or right of employees to refrain from listening to or speaking with a Association representative. The Association shall pay in advance a reasonable fee for expenses related to utilities, security, clean-up and any unusual wear or damage, except that the Association may use at no cost a school facility after the regular work day when there is no direct cost other than utilities.

- 5.2.4 No school supplies are to be used in constructing, distributing or posting of Association information except as approved by the superintendent.
- 5.2.5 The Association may use the school mailboxes and bulletin board spaces designated by the District (typically these will be the same as those in existence at the beginning of the campaign for the exclusive representative election of March 17, 1977) subject to the following conditions: (1) All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization by the CAUSE, CFT or AFT insignia. The Association shall have and it accepts full responsibility for the contents of said material so identified; (2) A copy of such postings or distributions must be delivered to the Superintendent or designee prior to posting or distribution and to the principal at the time of distribution; and (3) neither the District nor the Association will post or distribute information which is libelous of the District or its personnel.
- 5.2.6 CAUSE may use the District email system provided that CAUSE agrees that the email system is not provided as a commercial, public, student, or individual employee “forum” within the meaning of *Baca v. Moreno Valley* 936 F. Supp 719, 112 Ed Law Rep. 917. Because email is not provided as a “public or limited public forum”, it may be used for CAUSE communications to and from its membership for purposes related to their function as an exclusive representative pursuant to Government Code § 3540 et seq. but not in violation of Education Code § 7054 and will not be used to include those not represented by CAUSE in communications (except board members and district officials).
- 5.3 **Association Release Time.** The Association shall have ten (10) days of paid leave for its representatives to utilize for preparations for negotiations or contract management issues. These representatives shall be excused from school duties upon twenty-four (24) hours prior notice to the District.
- 5.4 **Association Rights.** Within thirty (30) days of board ratification of this Agreement, the District will provide each unit member a copy of the Agreement with appendixes of each of the forms required within the Agreement via e-mail (or a hard copy upon request from a member).

ARTICLE 6. COMPENSATION AND BENEFITS

- 6.0 **Wages** (2013-2014 Certificated Salary Schedule)¹
- 6.1 **Unit Members working in excess of 185 Days** All counselor work years shall be 195 days (ten more than the 185 day teacher work year). Counselors shall receive a ten (10) percent salary differential based on their salary schedule placement to be included as part of their regular pay.
- 6.2 When filled by a unit member, the High School Media/Technology specialist will work an additional fifteen (15) days for a total of 200 days. The additional days will be paid at his/her individual per diem rate as part of their regular salary.
- 6.3 When filled by a unit member, the District Media/Technology specialist will work an additional fifteen (15) days for a total of 200 days. The additional days will be paid at his/her individual per diem rate as part of their regular salary.
- 6.4 **Hourly Rate** The hourly rate of pay shall be 0.0009 x “Step 1-Column 1 of the Certificated Salary Schedule” (\$35.80) for performing District-directed duties beyond the regular workday (See Article 7, **Professional Days and Responsibility**, Sec. 7.2). The rates of pay for those positions not included in the unit are determined by the District.
- 6.5 Teachers who are requested by their site administrator to substitute will be compensated at the certificated hourly rate of pay (twenty [20] minutes or more, up to an hour, will be paid as one hour).
- 6.6 **Career Increments.** An additional three (3) percent of “Step 1-Column 1 of the Certificated Salary Schedule” will be granted as a career increment for each unit member who has completed fifteen years (as of Sept. 1, 1977) for full time, successful service in Carpinteria in a position included in the unit, and who is recommended by the District for the increment. An additional three (3) percent of “Step 1-Column 1 of the Certificated Salary Schedule” shall be granted after the end of each successive 5 full years of such service and recommendation thereafter to a maximum of 30 years.
- 6.7 The District agrees to provide a \$1,000.00 annual stipend for those teachers who hold the BCC or BCLAD credential and are actively employed teaching within the scope of that credential.

¹ The salary schedule was increased by three and one-quarter percent (3.25%) effective July 1, 2013.

6.8 **District Credit for Participation in College/University Courses**

- 6.8.1 All graduate level courses taken to earn a credential or graduate degree from a fully accredited institution in subject areas offered in the District shall be accepted with the conditions that official documentation by the State or graduate dean at the University of enrollment and acceptance in a credential program and/or graduate degree program plus requirements are submitted in advance to the District. The District may not approve the courses for credit if the above conditions (6.8.1) are not met.
- 6.8.2 All graduate level courses taken to further a teacher's pedagogical knowledge from a fully accredited institution shall be accepted.
- 6.8.3 All coursework applying to a unit member's placement on the salary schedule shall be completed prior to September 1.
- 6.8.4 Unit members will notify the District in writing (using the District form) of their intent to move on the salary schedule no later than July 31st. The District must receive an official transcript or grade report by September 1 or within sixty (60) days of completion of the course.
- 6.8.5 The District agrees to allow salary credit for lower division credits taken in accordance with existing procedures in Spanish language instruction, computer skills, or other special area identified by the District as priority needs.

6.9 **Extra Pay for District-Determined Positions:** Occasionally, activities which occur beyond the school day require that teachers assume responsibility for their direction. It is not advisable to rotate their direction when the instruction is highly specialized. Compensation will be based on RL's with one RL computed by $.012957 \times \text{"Step 1-Column 1 of the Certificated Salary Schedule"} (\$515.42)$. The Responsibility Level (RL) for those who regularly serve beyond the regular work day/year (See Article 7. Professional Day and Responsibility) shall be:

- 6.9.1 Department chairpersons shall be paid according to the following Responsibility Level (RL) Schedule:

Less than full-time equivalent of three teachers in Dept	2
Three-four full-time equivalent teachers	3
Five-seven full-time equivalent teachers	4
Eight or more full-time equivalent teachers	5
Eleven or more full-time equivalent teachers	6

DEPARTMENT CHAIRS

Language Arts	PE and Health
Math	Business and Home Economics
Science	Foreign Language
Social Science	Special Education
Applied and Performing Arts	ESL

6.9.2 Grade Level Chairs (K-6, 1 per grade) shall receive 6 RLs. Every spring an invitation to apply for elementary Grade Level Chairs and Middle School Department Chairs for the following year will be sent to elementary and middle school teachers. Chairperson decisions will be announced before the end of the school year.

6.9.3 Department Chairperson Selection Process: A department chairperson shall be biennially nominated in writing at the March department meeting or at any time following the regular February department meeting and before the regular March department meeting. The election shall be at the regular March or April department meeting. Except as set out in the Education Code, the term of the department chair shall be two years. The vote to select the chairperson shall be weighted by the number of periods taught in that department by each employee who works in the department. Each person shall be allotted one vote for each period he or she teaches in the department.

6.9.4 Athletics

Sport	Level	Slot	R. L.
Asst. A.D.	All	1	7.0
Athletic Director	All	1	10.0
Baseball	Varsity	1	7.0
Baseball	J.V.	1	5.0
Basketball-Boys	Varsity	1	7.3
Basketball-Boys	J.V.	1	5.7
Basketball-Boys	F/S	1	5.3
Basketball-Girls	Varsity	1	7.3
Basketball-Girls	J.V.	1	5.7
Football	Head Varsity	1	8.3
Football	Head J.V.	1	6.0
Football	Varsity Assistant	2	6.0
Football	J.V. Assistant	2	5.0
Football	F/S	1	5.0
Golf-Boys	All	1	6.0
Golf-Girls	All	1	6.0

Sport	Level	Slot	R. L.
Soccer-Boys	Varsity	1	7.0
Soccer-Boys	J.V.	1	5.0
Soccer-Girls	Varsity	1	7.0
Soccer-Girls	J.V.	1	5.0
Softball	Varsity	1	7.0
Softball	J.V.	1	5.0
Swimming-Boys/Girls	All	1	6.0
Tennis-Boys	All	1	6.0
Tennis-Girls	Varsity	1	6.0
Tennis-J.V.	J.V.	1	5.0
Track-Boys/Girls	Head Varsity	1	7.3
Track-Boys/Girls	Asst.	5	5.0
Volleyball/Boys	Varsity	1	7.0
Volleyball/Boys	J.V.	1	5.0
Volleyball/Girls	Varsity	1	7.3
Volleyball/Girls	J.V.	1	5.7
Volleyball/Girls	F/S	1	5.0
Water Polo-Boys	Varsity	1	6.0
Water Polo-Boys	J.V.	1	5.0
Water Polo-Girls	Varsity	1	6.0
Water Polo-Girls	J.V.	1	5.0
X-Country-Boys/Girls	All	1	6.0

Extra Weeks: A head varsity coach and identified varsity assistant coaches (per the previous list) of teams which participate in CIF playoffs beyond the regular season will be compensated at a rate of one thirteenth (1/13) of his/her coaching salary for each week of playoff participation.

6.9.5 At the sole discretion of the District the RL factors for athletics may be increased. Any such action shall not be considered as the reopening of negotiations for any athletic RL factors.

6.9.6 Co-Curricular Assignments:

Assignment	Slots	R. L.
ASB Advisor (High School)	1	10.0
Computer Specialist (CHS)	1	10.0
Computer Specialist (CMS)	1	7.0
ASB Advisor (CMS)	1	5.0
Ag Advisor	2	5.0
Dance Show Director & Choreographer	1	4.0
Dance Show Producer & Music Director	1	4.0

Assignment	Slots	R. L.
FFA Advisor	2	5.0
Forensics	1	3.0
Band	1	2.0
Drill Team Advisor	1	2.0
Computer Specialist (Elementary/Continuation)		2.0-3.0
Site Website Specialist (Elementary)		3.0
Site Website Specialist (Secondary)		4.0
Other Assignments Specifically Authorized by the Board		1.0-4.0

6.10 Teachers Assigned to Teach An Additional Period (Carpinteria Middle School/Carpinteria High School)

Teachers who are assigned an additional period beyond the normal assignment at CMS and CHS shall receive one-fifth (1/5) of their annual salary prorated for the duration of the assignment.

6.11 Medical, Dental, and Optical Benefits

6.11.1 For the 2014-15 school year, the District will provide full family medical insurance, family dental insurance, and family optical insurance. The District agrees to continue to pay the increased costs for the existing Blue Cross (PPO Plan 90-E) and Kaiser plans, These benefits will essentially be the same as those provided in 2013-14, unless otherwise altered by a joint District and Association committee.

6.11.2 Unit members who continue to work full time shall be eligible for medical and dental, and optical benefits. Unit members who share a teaching assignment are also eligible for the above benefits in proportion to their assignment. In a shared teaching arrangement should a unit member work less than fifty (50) percent of the required time and therefore be ineligible to participate in the District insurance program, the District will provide a reimbursement for health insurance purchased by the unit member in an amount equivalent to the unit member's percentage employment. For example the two teachers who share a single FTE by agreement shall be treated as follows: A forty (40) percent teacher would be eligible for forty (40) percent of the benefit contribution as a reimbursement for health insurance obtained from an insurer other than the District's insurer. The sixty (60) percent teacher would be eligible for participation in the District program of benefits and have sixty (60) percent of the benefit cost paid by the District.

6.11.3 The District and the Association agree to form a joint committee to review all benefits areas and plans.

6.11.4 The District will offer the IRC 125 program.

6.11.5 Final selection of the insurance carriers rests solely with the District.

6.12 Retirement Benefits

The Governing Board recognizes the valuable service provided by certificated staff, especially those who have served in the District for a number of years. In recognition of this service, the following retirement options are available to unit members:

6.12.1 The retiree must have been a full-time unit member in the Carpinteria Unified School District for a minimum of 20 years to qualify.

6.12.2 The retiree must be at least 55 years old at the time of retirement and retire from the Carpinteria Unified School District.

6.12.3 The retiree must be on STRS retirement in order to obtain the benefits listed herein.

6.12.4 The retiree shall meet with the Superintendent to discuss the options listed below and shall sign a retirement agreement prior to receiving any benefits.

6.12.5 Retirement Benefits are determined at the time of retirement and are non retroactive.

6.12.6 **Medical Benefits:** The District shall pay the indicated amount toward a retiree's participation in the District medical plan for seven years (7) or to age sixty-five (65), whichever occurs first. A retiree or future retiree may upon retirement advise the District whether he or she wants to continue in the District's medical plan or receive a direct payment of the indicated amount. (*What he would otherwise be entitled to under current practice. Currently the District pays a retiree the amount for a tiered plan.*). A retiree shall accept the responsibility for any tax consequences resulting from his or her election to use funds, in the event they don't use the District plan. If the indicated amount exceeds the premium, the District will pay the premium amount.

Years of Service	Yearly Amount Paid Toward Medical
20	\$ 3,500
25	\$ 4,000
30	Total cost at time of retirement

6.12.7 **Consultant Contract:** The District may offer retirees consultant contracts on a year-to-year basis depending on the needs of the District. In such a case, the rate of pay shall be determined by the District, depending on the types of activities involved.

Article 6 revised 5/28/14

ARTICLE 7. PROFESSIONAL DAY AND RESPONSIBILITY

The Association and the District appreciate their relationship and the manner in which this Article has been implemented during the previous contract period. To that end, it is the intent of both parties to continue in that spirit and to implement this contract as per those past practices.

7.1 Work Year

- 7.1.1 The regular work year for unit members will be increased to 185 days by incorporating the three, now optional, staff development days into the regular calendar. A commensurate 1.6% increase will be applied to the certificated salary schedule. In the event the State declines to reimburse the District for the staff development days, the regular work year will revert to 182 days with a commensurate decrease of 1.6% to the certificated salary schedule.

7.2 Duties and Hours

- 7.2.1 **Regular Duties and Hours:** All unit members will work a professional day. A "professional day" recites the tasks to be done rather than the hours the tasks will be performed.
- 7.2.2 Unit members will perform the customary and routine responsibilities of their respective positions, such as but not limited to the performance of the appropriate job description, board policies, and State law.
 - 7.2.2.1 The District will provide each unit member teaching in grades K thru 5 with one release day per reporting period (Nov, Mar, May) to administer student assessments.
- 7.2.3 Unit members will be available to conference with parents by appointment and to conference in regularly scheduled conference days.
 - 7.2.3.1 If a unit member is absent during a regularly scheduled conference day due to a verified illness or injury, the site administrator (in collaboration with the unit member involved) will make a good faith effort to facilitate the rescheduling of conferences.
- 7.2.4 Unit members will be available before and after the instructional day as needed to provide additional student support and for routine communication and planning with other unit members and administrators.
- 7.2.5 Unit members will be available for conferences during the instructional day on periods of release time for preparation except by prior arrangement with an administrator.

- 7.2.6 Unit members will be available for key site events such as back to school nights and open houses for community members and parents. These events will normally be identified at the beginning of the school year.
- 7.2.7 Unit members will be available for faculty meetings (a District determined meeting of the entire faculty or some portion of that faculty for special purposes at a school at which unit members serving at that school are required to attend).
 - 7.2.7.1 The District agrees to make a good faith effort to minimize the number and length of these meetings and to utilize alternative methods to disseminate information.
 - 7.1.7.2 The District agrees to minimize meetings during the scheduled teacher workday at the beginning of each semester.
- 7.2.8 Unit members will be available for categorical project meetings, i.e. a District-determined meeting which directly involves members of the unit in planning, writing, implementing and evaluating a project of a specialized nature.
 - 7.2.8.1 The District and CAUSE agree that unpaid adjunct duties will be shared equitably among all unit members.
- 7.3 All full-time (part-time prorated as appropriate) teacher members of the unit at the High School and Middle School shall be scheduled for one preparation/consultation period for each regular full day of teaching. The period shall be the same length as the regular teaching class period. It is anticipated that the preparation period will be utilized for school-related activities and normally spent on campus.

ARTICLE 8. TRANSFER AND REASSIGNMENT

8.1 A transfer is defined as a change in work site (school). A reassignment is a change in grade level or subject.

8.1.2 Either the District or a unit member may initiate the transfer assignment or reassignment process. After consultation with the unit member, the District may transfer a unit member to best meet the needs of the District's educational programs.

8.1.2.1 Teachers will be provided the opportunity to indicate preferences from available openings and to represent their position on alternatives to the transfer to the Superintendent or designee prior to involuntary transfer. Prior the making a transfer or reassignment, the District shall first ask for qualified volunteer(s). In the event an applicant is found, the District will use the criteria in 8.1.2.3 to select the candidate. Each applicant will be contacted by the principal of the school with the vacancy and make the provisions for an interview. Within a reasonable time, that principal will notify the applicant of the status of the transfer.

8.1.2.2 Teachers will not be transferred or reassigned arbitrarily and capriciously, nor will transfer or reassignment be used as a disciplinary measure.

8.1.2.3 When teachers either request voluntary transfer or the District determines it necessary to involuntarily transfer a teacher, the District will apply the following criteria in determining who shall be transferred. If more than one teacher is qualified for the position according to the criteria below then the applicant with the most seniority in the District will be selected:²

- Credentials, to include language development and special education
- Seniority (district wide)
- Ability to contribute to adjunct responsibilities
- Identified needs of the instructional programs
- Evaluations, including when the move will give the employee an opportunity for improvement
- Prior involuntary transfer or reassignment

8.1.3 A unit member may request a transfer (provided the unit member is properly credentialed) by submitting a District transfer form on or before March 1 or when a position becomes available up to June 30.

² See March 5, 2007 minutes for clarification.

- 8.1.4 Criteria for selection will be the same as those set out in this Agreement.
- 8.1.5 When a certificated vacancy occurs (a vacant position is one within the unit for which a new employee may be hired), the District shall communicate that vacancy via e-mail to all unit members. Vacancy notices will also be posted on the District web site and, during the summer recess, such notices will also be mailed to the home address of any employee who has filed a request for transfer and has submitted a written request for such notices. Until July 15, those employees applying shall receive consideration for placement prior to consideration of outside applicants. Unit members shall have the opportunity to apply for such vacancies within the timelines as determined by the District. If more than one applicant is fully qualified for the position according to section 8.1.2.3 then the applicant with seniority in the District shall be selected.
- 8.1.6 If a unit member applies for a vacancy and is not transferred, upon request of that unit member, he/she shall be provided the District's rationale *in writing* for denial of such transfer.
- 8.1.7 The District will make every effort not to involuntary transfer an individual teacher more than once in three (3) years.
- 8.2 **Assistance with Moving Materials:** The District shall provide assistance to a unit member being moved to a new classroom. Such assistance shall consist of providing boxes, supplies and assistance with the physical move. The date and time of the move will be prearranged with the teacher.
- 8.2.1 If a transfer or reassignment occurs during the school year, the District shall provide the employee with up to two (2) workdays of release time to move and prepare for the new assignment.
- 8.3 This contract will comply if it is relevant with Education Code § 35036.

ARTICLE 9. EVALUATION

- 9.1 The District shall evaluate all unit members on the forms as contained in Appendix B in accordance with the requirements of Education Code section 44660, et seq. Normally, probationary employees will be evaluated on an annual basis and permanent employees every other year except that permanent employees with ten (10) or more years of service in the District will be evaluated on a five year cycle pursuant to the provisions of Education Code § 44664 (a) (3).³
- 9.2 By the end of the 4th week of school, the evaluator will provide an overview of the evaluation sequence, as specified in this Article, and notify certificated staff whose normal evaluation will occur that year. By October 31 the certificated person and the evaluator shall meet to discuss how the California Standards for the Teaching Profession (CSTP) will be achieved. The evaluator will discuss with each evaluatee a time line of events and deadlines within the evaluation process to provide a comprehensive overview. They will also identify a specific date and time for the first formal observation. All formal observations require a follow-up conference and observation report. If either the evaluator or the evaluatee requests a preconference formal observation, it will be scheduled prior to the observation. A formal summative evaluation and conference will occur prior to March 15 for probationary employees and not later than thirty (30) calendar days before the end of the year for permanent employees.
- 9.3 Informal observations may be unscheduled, and the evaluators are encouraged to be in classroom frequently. Informal observations are defined as any physical observation not specifically scheduled according to date, place, time, or time frame.
- 9.4 When the evaluator determines that an issue needs to be brought to the evaluatee's attention because of a perceived professional deficiency that could result in a critical or derogatory comment in the summative evaluation, the evaluator shall provide written feedback to the certificated person within seven (7) working days of the observation. Written feedback can be an email, a personal note, an observation report, a conference summary memorandum, or any other format that provides the teacher notice of the observed behavior, how it impacts students and directives. If the Evaluator fails to provide written feedback on the observed issue, the District agrees not to use the information from that specific informal observation for summative evaluation purposes. The evaluatee may respond to written feedback on the observed issue.
- 9.5 A teacher may request observations not included in the original evaluation plan. An evaluator may conduct additional formal observations. Should there be more than one formal observation, the observations would alternate between those scheduled at a

³ At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. § 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

specific date and time and another where the evaluatee would be noticed that the observation would occur within a one week period. Unscheduled informal observations are unrestricted except for the requirement in 9.2 for written feedback when teaching performance deficiencies are observed.

- 9.6 The evaluatee shall receive a copy of any critical or derogatory information that is to be placed in his or her personnel file as part of the evaluation process. The evaluatee may respond in writing and have his or her comments attached to the summative evaluation or any other written information placed in his or her personnel file.
- 9.7 An unsatisfactory evaluation would be one that rates two or more domains as not meeting standards or a single domain that is rated as not meeting standards over two consecutive evaluations. A majority of the elements within a domain must be rated satisfactory for the domain to be satisfactory.
- 9.8 Peer Assistance and Review (PAR) is a joint program created by the District and CAUSE in Appendix C. The PAR Agreement is hereby incorporated herein as part of this Agreement (Appendix C) and can only be changed, modified, or deleted through a negotiated agreement between CAUSE and the District. The parties agree that the PAR panel is responsible for appointing the consulting teacher according to the guidelines. The Parties agree that the consulting teacher will be the designated evaluator until the PAR process has been concluded. The Principal/Evaluator will delegate to the consulting teacher the responsibility to conduct the referred teacher's evaluation while the evaluatee remains in PAR, and the District and CAUSE will accept the consulting teachers' evaluation as meeting the obligations to continuously evaluate certificated employees as required by the Education Code. When the consulting teacher performs that role of evaluator, he or she will otherwise adhere to the requirements of the PAR agreement and Article 9.
- 9.9 An evaluatee may be represented in the meetings set out below where he or she reasonably believes that he or she may be subject to discipline or otherwise evaluated as unsatisfactory. There are potentially four or more meetings if there are multiple formal observations required during the evaluation process: the first to review how the CSTP's will be implemented and a description of the process of evaluation, including the scheduling of the formal evaluation's date and time; the second, a pre-conference before a formal observation if requested by either the evaluator or evaluatee; the third, to discuss each formal observation; and the final; a meeting where the summative evaluation is provided. When an evaluatee is notified that he or she will receive an unsatisfactory evaluation that will result in a PAR referral, he or she may be represented. When an evaluatee feels uncomfortable because of previous instances where the evaluator has provided written feedback of deficient performance, the evaluatee may be represented.

ARTICLE 10: PERSONNEL FILES

- 10.1 Personnel File Contents and Inspection. Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. This material is not to include ratings, reports or records that (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Every employee shall have the right to inspect these materials during business hours upon request, provided that the employee meets his daily professional obligations.
- 10.2 Information of a derogatory nature, except ratings or reports received prior to the employment shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Notice and opportunity means the employee will be provided a signed, dated copy of the information to be placed in the personnel file. The employee will be provided the opportunity to acknowledge receipt by signature. The signature of the employee does not mean the employee agrees with the information. The review shall take place during normal business hours and the employee shall be released for this purpose without salary reduction.
- 10.3 An employee shall have the right to enter, and have attached to any derogatory statement, his own comments thereon.
- 10.4 Upon written authorization by an employee, a representative of CAUSE shall be permitted to examine materials in said employee's personnel file.

ARTICLE 11. SHARED DECISION MAKING

- 11.1 Teachers shall be included on various District level committees which deal with instructional issues (i.e. curriculum committees, textbook adoption committees, inservice committees, summer curriculum workshops, etc.)
- 11.2 Teachers shall be included on various District level committees which deal with major District issues (i.e. District Facilities Committee, District Budget Committee, Goals Setting Workshop, Calendar Committee, etc.)
- 11.3 Teachers shall be included on various interview committees to provide input to the District as to preferred candidates (i.e. department chairs on teacher selection panels, teachers on instructional aide interview panels, teachers/chairs on administrator selection panels, etc.)
- 11.4 Teachers shall be included on various site level committees as determined by the principal with advice from the faculty (i.e. Site Council, Leadership Teams, SIP day inservice planning, etc.)
- 11.5 Teachers are encouraged to participate on various County and State committees as determined by the individual teacher with support from the District.

Article 11 revised 6/12/13

ARTICLE 12: DISCIPLINE SHORT OF DISMISSAL

- 12.1 The District has the right and responsibility to take disciplinary action where there are instances of unprofessional conduct, or refusal to obey the school laws of the State or reasonable regulations prescribed for the government of public schools by the State Board of Education, the Credentialing Commission, or by the Governing Board of the Carpinteria Unified School District, or by reasonable school-level administrative rules, or by the requirements of the negotiated agreement.
- 12.2 Discipline short of dismissal is to be for just cause, progressive and corrective. In less serious incidents, the conduct shall have been initially noted by oral discussion about the problem and direction provided. If further action is required, memoranda (formal and informal) that clarify the expectations of the administrator and set out direction for the unit member will be required. An informal memorandum would memorialize oral discussions not intended to go to the personnel file, but these memoranda would be retained in the administrator's file for two years to be available in subsequent disciplinary matters. The informal memorandum shall provide the Education Code § 44031 notice to the employee, be signed and dated by the administrator drafting it.
- 12.3 Progressive discipline includes matching the violation with the repercussion to insure that discipline is corrective not punitive. Normally, the sequence will be oral warning, written warning (not in personnel file), written reprimand (in personnel file), and suspension. CAUSE may grieve the disciplinary action when the proposed discipline is for suspension without pay for up to fifteen (15) days. Suspension beyond fifteen days is beyond the jurisdiction of this process. This procedure is intended to comply with the requirements of Government Code § 3543.2.
- 12.4 The first level of intervention from an administrator to a unit member will be to orally advise the unit member of behaviors that could lead to discipline and provide direction for positive action. Conferences that could lead to discipline allow for representation if the unit member requests (Weingarten).
- 12.5 This article is subject to arbitration pursuant to the Level III in the grievance procedure when the proposed suspension without pay is for fifteen or fewer days Prior to the arbitration, the District and CAUSE shall meet in a mandatory settlement conference.
- 12.6 This article shall not be construed as modifying Education Code § 44930 et seq. except as disciplinary actions may be introduced in support of that process.

ARTICLE 13. LEAVE PROVISIONS

13.1 Sick Leave

- 13.1.1 In any fiscal year, a member of the unit shall earn paid sick leave time at the rate of one day for each full month of paid service on an unlimited accumulated basis.
- 13.1.2 A part-time member shall earn sick leave and be paid sick leave benefits in direct proportion to which such assignment relates to full time.
- 13.1.3 When a unit member is absent from duties because of verified illness or injury, whether or not the absence arises out of or in the course of the employment, said member is paid full salary for such portion of the earned current and accumulated sick leave benefits.
- 13.1.4 Per Ed Code 44977 (a) During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee. (b) For purposes of subdivision (a): (1) The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. (2) An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

13.2 Industrial Accident Leave

- 13.2.1 Allowable leave shall be for not less than sixty (60) working days during which the schools of the District are required to be in session or when the member of the unit would otherwise have been performing work for the District in any one fiscal year for the same accident. The accident must have been reported within 24 hours of its occurrence, on the form provided by the District. It must be verified by the insurer as a bona fide injury arising out of and in the course of service in the District.
- 13.2.2 Allowable leave shall not be accumulated from year to year.
- 13.2.3 Industrial accident or illness leave shall commence on the first day of absence.

- 13.2.4 When a member is absent from duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due for any month in which the absence occurs, which when added to a temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than full salary.
- 13.2.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 13.2.6 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 13.2.7 Upon termination of the industrial accident or illness leave, the member shall be entitled to benefits provided in Education Code sections 44978 and 44983, and for the purposes of the Sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that, if the member continues to receive temporary disability indemnity, election may be made to take as much of the accumulated sick leave which, then added to temporary disability indemnity, will result in a payment of not more than the full salary.
- 13.2.8 The District may, by policy, provide for such additional leave-of-absence for industrial accident or illness as it deems appropriate.
- 13.2.9 During any paid leave-of-absence, the member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District in turn, shall issue the member appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized contributions.
- 13.2.10 A member's industrial accident leave shall be suspended automatically for any period during which he/she is not within the State unless he/she has obtained prior approval of the Board of Education for absence from the State.

13.3 **Bereavement Leave**

- 13.3.1 Any member is allowed a leave-of-absence not to exceed three school days, or five if out-of-state travel is required, on full pay, when such absence is occasioned by reason of death in the immediate family. "Member of the immediate family," as used in Article 13, means the father, mother, grandmother, grandfather, or a grandchild of the member or of the member's spouse or domestic partner, and the spouse or domestic partner's son, son-in-law, daughter, daughter-in-law, brother, or sister of the member, or any relative or dependent living in the immediate household of the member.

13.3.2 Bereavement leave is not applicable while a member is on sick leave, scheduled vacation, unpaid leave-of-absence, or during unscheduled work days for members.

13.4 Personal Necessity

13.4.1 Up to seven (7) days of leave for personal necessity leave (to be charged against sick leave) may be used for circumstances which are serious in nature, cannot reasonably be expected to be disregarded, and require the attention of the unit member during the assigned hours of service. If more time is necessary, the unit member may request an extension from the District.

13.4.2 A unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

13.4.2.1 Death or illness of a member of his or her immediate family.

13.4.2.2 Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

13.4.3 Except in urgent circumstances, a unit member is expected to obtain advance permission for all other uses of personal necessity leave. Upon return from leave, a unit member will complete the required forms verifying the absence.

13.4.4 Unit members may not take personal necessity leave for concerted activities, on the day before or after holidays, for paid employment, or for vacation.

13.4.5 Unit members are entitled to use up to six (6) weeks of earned sick leave for formal adoption or foster care placement.

13.5 Personal Business Leave

13.5.1 A unit member may use up to two (2) days per school year of accumulated sick leave for personal business. These days may be used for any purpose at the unit member's discretion.

13.5.2 Three (3) days advance notice shall be required. Such leave may not be used during the first or last week of any semester.

13.5.3 The maximum number of unit members at each work site who shall be granted Personal Business Leave on any one day is based on the number of full time teachers on that site as follows:

Numbers of Teachers On Site	Maximum Number of Personal Business Days
1 – 10	1
11-20	2
21 +	3

13.5.4 The site administration is required to notify the unit member within twenty-four (24) hours of the request as to whether the request is approved.

13.6 **Military Leave**

13.6.1 Within twenty-four (24) hours of receipt of military orders which will require a leave the member is to furnish a copy to the principal, along with a letter which states that: The leave is required and there are no alternatives; a reasonable attempt (include documentation) has been made to seek rescheduling to a time when school service will not be interrupted.

13.6.2 Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code, Sections 389 and 395.

13.7 **Sabbatical Leave**

13.7.1 Sabbatical leaves-of-absence for one semester or a year may be granted by the District for full-time professional study to any certificated person contemplating seven years of additional service, who has been employed full time by the Carpinteria Board of Education for not less than seven consecutive prior years under regular credential. Teaching service is of the nature which allows time for study; therefore, only requests which justify extended time will be considered.

13.7.2 The selection of a member to participate rests solely with the District. Important considerations are: Probable good which will accrue to the District; availability of a substitute meeting District-determined criteria, and the application date (which must be at least six months prior to the requested leave date).

13.8 **Maternity Leave**

13.8.1 Unit members are entitled to use earned sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

13.8.2 Notification by a physician indicating the disability and inability to perform regularly assigned duties must be submitted to the superintendent at least 30 days

prior to the date of the requested leave, stating the expected date of delivery, and anticipated period of disability.

13.8.3 In the event a unit member, who is or was pregnant, wishes to remain absent from duties beyond the period of verified physical disability, an unpaid leave may be granted at the discretion of the District for a maximum of the balance of the school year in which the disability absence for confinement ends.

13.8.4 The major purpose of these regulations is to enable the District to make sound educational plans concerning personnel and the program of education. The assignment upon return shall be determined solely by the District.

13.9 Jury Duty Leave

13.9.1 The District agrees to grant to unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform the duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, shall submit a written notice along with a copy of the summons to the District upon receiving said summons from officers of the Court. The District shall pay the unit member the salary and the unit member is to remit to the District (within thirty (30) days after receipt of check) the amount received for jury duty, less the amount awarded by the Court for mileage. Unit members shall be at work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty date(s) time(s) prior to or subsequent to providing jury duty compensation.

13.9.2 The District reserves the right to request to have any unit member excused from jury service in the event it determines that said jury service would entail hardship on the public served by the unit member.

13.9.3 A unit member who receives notice to appear for jury duty during teaching days may postpone jury duty to non-teaching days (i.e. during summer) and shall be compensated at the current daily substitute rate for each day of jury duty served. The procedure for such postponement and compensation is as follows:

13.9.3.1 Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served.

13.9.3.2 Forward the above to the Superintendent

13.9.3.3 Payment will be made in the next regular payroll cycle.

For purposes of this article, summer school will be considered teaching days for unit members teaching a full day summer school. The District may require further verification of any/all of the above mentioned documentation.

13.10.1 Shared Certificated Contracts (Job Sharing) Individual bargaining unit members wishing to job share during the succeeding school year shall file a request with the Superintendent by February 1 of the year preceding the proposed job share implementation. Job sharing by teachers must be approved annually by the Board of Education. The written request will indicate the names of the employees proposing to job share and indicate how they propose the job position. The request must also show the manner in which the employees intend to share the job sharing position. It is understood that the benefits equivalent to salary and benefits to one full-time employee will be shared by the two job sharing employees. The request must show details of how the employees intend to coordinate their work, insuring that the educational continuity of the class will be preserved. These details will include a calendar of work days for each teacher. Duties would be shared between the teachers in a manner that would be developed and acceptable to the teachers themselves. The District retains the right to make final decisions about assignments and placement. Examples of duties to be shared are listed below and are not intended to be inclusive.

Duties shared by teachers:

- 13.10.1.1 Daily teaching/instruction
- 13.10.1.2 Planning and preparation
- 13.10.1.3 Student discipline
- 13.10.1.4 Evaluation of student progress
- 13.10.1.5 Student record keeping and report cards
- 13.10.1.6 Formal Parent conferences (will be attended by both teachers)
- 13.10.1.7 Faculty meetings (attendance will be shared equally)
- 13.10.1.8 Teacher work days (will be attended by both teachers at no additional pay)
- 13.10.1.9 Other duties as assigned

13.10.2 Configurations – Shared Certificated Contracts (Job Sharing) The normal expectation of a job share is a 50/50 configuration. Job sharing will follow one of the following configurations:

- 13.10.2.1 One semester each
- 13.10.2.2 2 1/2 days each week during each week, i.e., one employee teaches two days, the employees each share a day, and the other employee teaches two days.
- 13.10.2.3 2-3 days per week combination. One employee teaches three days and the other employee teaches two.
- 13.10.2.4 Daily morning sessions will be covered by one teacher and afternoon sessions by the other teacher.
- 13.10.2.5 Some combination of the above agreed to by the employees and approved by the principal.

13.10.3 Configurations – Shared Certificated Contracts (Job Sharing) Approval of job share requests shall be determined by an assessment of the proposal, as well as meeting the needs of the students, the school and the job share applicants. Approval of a job share request shall also be determined by the District's ability to obtain a suitable replacement for the vacancy created by the job share, should it be necessary to fill said vacancy. Teachers requesting a job share will designate on their request whether they are willing to change schools in order to job share. All job share requests shall be considered at the same time after the February 1 due date. Applicants will be notified of their request status by April 1 of the year preceding the job share implementation. If a job share request is denied, the superintendent must cite explicit reasons described in this article.. If a denial is submitted for reasons relating to this article, the applicants have one week to amend and re-submit their job share request. The superintendent will have up to two weeks to give a final decision and will, once again, provide explicit reasons if the amended request is denied. If a job share request is denied, and if the teacher desires a leave of absence, the teacher shall request the leave within two weeks of the denial.

13.10.4 Mitigations – Shared Certificated Contracts (Job Sharing) Should one of the individuals in the job share arrangement not be able to complete the agreement or fulfill his/her obligations, the other member will have one month to attempt to find a satisfactory solution to the problems created by the loss of a job share partner. The solutions for purposes of this section must be satisfactory to the school principal. Should the solutions be unsatisfactory, or should the remaining partner not be able to find a solution, the District may require that the remaining partner return to full-time teaching to fulfill the obligation that the two job share employees had agreed to share.

13.10.5 Leave Provisions – Shared Certificated Contracts (Job Sharing) While in a job share arrangement, each employee will be considered on leave of absence for the portion and duration the he/she has given up of his/her prior assignment in order to enter the job share arrangement. There shall be no loss of benefits to a job share employee other than the shared wages and health and welfare benefits he/she has agreed to share with the other job share employee.

13.10.6 Termination of Shared Certificated Contracts (Job Sharing) When a job share arrangement terminates, the two teachers may agree, with the approval of the principal, that one of them will assume the class assignment that they have been job sharing and that the other may take a voluntary transfer/reassignment selected from a list of openings within the District. Should the two teachers fail to reach agreement, the teacher with the greatest seniority in the District will choose as to whether he/she will assume the class assignment they have been sharing, or take a transfer/reassignment selected from a list of openings within the District. In either case, the teacher taking the transfer/reassignment shall have no privileges or

benefits, over any other unit member, greater than those obtained through the provisions of the article on transfer/reassignment.

- 13.10.7 Salaries and Benefits paid to Teachers Salaries will be pro-rated with each teacher being compensated at his/her place on the salary schedule. The normal division of a full time job would be 50-50 with each teacher being paid for at the per diem rate established as follows:

$$\frac{(\text{Teacher's Individual Annual Salary})}{\text{\#of Work Days}} = \text{Per Diem}$$

Teachers participating in the job sharing program shall receive year for year credit for the purpose of salary schedule advancement.

Benefits and sick leave will be pro-rated for each teacher based on the percentage of time worked. The teacher will receive full per diem for those workdays, at the discretion of the principal, that are service days beyond the basic agreement. Should it become necessary for one of the job sharing participants to be the substitute for the other, the compensation for this service shall be at the sub rate.

13.11 Other Types of Leaves (non-paid)

- 13.11.1 Only a member who is a regular, permanent employee may be granted a leave-of-absence (without pay) for reasons of health or study. Such leaves shall be approved only when it is considered by the District to be in the best interest of the District and the students. Interruption of service is discouraged and leaves of these types are rarely granted as the typical member work year allows time for them. Paid sick leave time is not earned, nor are employee benefits allowed. The period is considered a break in service for salary purposes. Absence will only be granted for up to the close of the school year of the leave (except as required by law). All certificated personnel granted a leave by the District according to this section must return (except by mutual agreement by the Board of Education and the employee) to the District for a minimum of one year's service. The request and justification for a leave are to be directed in writing to the Superintendent. Prior to submission of the request to the Board of Education, provisions for the terms of the leave will be made by the requestee and the Superintendent (duration, plans for return to the District, reason, staffing during absence, etc.). After District approval of a leave and its provisions the action shall be binding and should the grantee not meet the provisions, it shall be grounds for dismissal.

13.11.1.1 **Health:** An application for leave of absence for reasons of personal health in excess of time for which sick leave benefits are due must be supported by the written recommendations of a medical doctor.

13.11.1.2 **Study:** An application for leave of absence for professional study must be supported by a written statement indicating what and

where study is to be undertaken, along with specific objectives which, when met, will materially benefit the District.

- 13.11.1.3 **Child Rearing:** An application for a leave of absence for child rearing must be supported by a written statement indicating the time period, school site, and position involved.

13.11.2 A unit member may be allowed a leave for personal reasons under the following conditions:

- 13.11.2.1 It is necessary for the welfare of the individual and it cannot be reasonably scheduled for another date/time.
- 13.11.2.2 The full per diem rate for the member will be deducted from the regular salary.
- 13.11.2.3 Prior notification (at least three school days when possible) and approval (program continuity and effectiveness considered) by the principal or other management person designated by him/her is required. In all cases a complete lesson plan, along with classroom organization information are available.

13.12 **General Requirements.** All applicants for a year's leave (other than leaves which are mandatory and could be foreseen), shall request consideration by March 1 on a form provided by the District. The District is the sole determiner of approval or disapproval of requests. It will consider leave requests by using these and other factors it deems appropriate.

13.12.1 Benefits to the students, program of education and District operation.

13.12.2 Liabilities to the students, program of education and District operation. The Superintendent is to be notified by certified letter by March 1 of the year of the leave of plans to return in the ensuing school year. Failure to do so constitutes abandonment of position.

13.13 The assignment upon return from any leave shall be determined solely by the District.

13.14 **Sick Leave Donation Program**

13.14.1 In the event of a catastrophic illness or injury to a unit member or member of the unit member's family, a sick leave bank may be established.

13.14.2 Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate a unit member or members of the family for an extended period of time.

13.14.3 Family member is defined as the unit member's spouse, parents, parent-in-laws, siblings, children, and step-children.

13.14.4 A Bank will allow unit members to donate up to two (2) days a year of accumulated sick leave to another unit member. A unit member who chooses to donate:

13.14.4.1 must provide written notice to the District Office of the intent to transfer the accumulated sick leave days (on District form);

13.14.4.2 must donate in full, one day increments up to a maximum of two (2) sick leave days;

13.14.4.3 must acknowledge in writing (on District form) that the unit member understands that he/she cannot revoke the donation of the accumulated sick leave days because all transfers to accumulated sick leave days are irrevocable and binding. The donating unit member must sign and date this acknowledgement;

13.14.4.4 must maintain a limit of ten (10) days of sick leave.

13.14.5 The sick leave donation bank can only go into effect after the unit member has exhausted all accrued sick leave.

13.14.6 The unit member who is requesting a donation of leave for catastrophic illness:

13.14.6.1 must request in writing to the Superintendent that accumulated sick leave days be donated and the method of notification;

13.14.6.2 must provide verification of the catastrophic illness or injury.

13.14.7 A District committee composed of two (2) Association members selected by the Association President and two (2) members selected by the Superintendent will determine, by unanimous vote, whether the unit member is eligible to receive the donated days.

13.14.8 The unit member receiving the donated accumulated sick leave days can only receive donated accumulated sick leave days for a maximum of fifty (50) days in any one contract year.

13.14.9 Only donated days that are used by the receiving unit member shall be transferred from the donating union member's accumulated sick leave.

ARTICLE 14. TEACHER ON SPECIAL ASSIGNMENT “TOSA”

- 14.1 A TOSA is a non-administrative position within the District designed to provide assistance to teachers and administrators on professional/curriculum development, standards based goals and objectives, or other District programs. such as but not limited to common core, instructional methodology, data acquisition and consideration, feedback on instruction **not intended for use in the formal evaluation**, technology and curriculum, and other matters assisting District instructional programs.
- 14.2 The position is not intended to be a permanent position and may serve as a career ladder for instructional leadership or as an opportunity to do important instructional work for which the teacher applicant has substantial ability but with a planned return to the classroom. TOSAs will be selected and retained on an “as needed” basis. Reentry into the classroom will be planned to provide maximum opportunity for the TOSA and to minimize any transitional disruption. TOSA wishes on reentry shall be respected to the degree that it is possible and practical. Upon request at reentry, a TOSA will be returned to his or her site provided that an assignment is available. Mike asked about the meaning of available. If there is a temp there, then the employee would have a right to that position. If not there, then the contract would control movement of staff.
- 14.3 A TOSA is an exempt employee as it pertains to wage and hour laws whose basic hours may require extended hours for meetings and off site responsibility. Administrators whose responsibility it is to supervise TOSAs should be mindful of the work schedules of TOSA’s and allow for flexible scheduling when it is appropriate in order not to exceed a forty hour work week.
- 14.4 A TOSA shall be paid on the current teacher salary schedule based upon standard years of training and experience and may be assigned additional days if Board approved.
- 14.5 A TOSA position will be advertised internally and recruited prior to employment from the outside. Vacancy notices will include a specific description of the tasks to be performed and set out the preferred and required qualifications.
- 14.6 It is intended that this language recognizes and memorializes the District and CAUSE’s requirement to negotiate compensation, job description, opportunity for unit member access to TOSA positions, and hours. The creation of TOSA positions outside of the agreement above shall be negotiated by the parties, prior to a recommendation to the school board.

TOSA Article added to contract on 11/19/13

ARTICLE 15. ORGANIZATIONAL SECURITY

- 15.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against any employee for exercising or not exercising the membership, participation or organizational activities rights guaranteed herein or for membership or nonmembership in the Association.
- 15.2 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:
- 15.2.1 Such deduction shall be made only upon submission of the District form to the District Payroll Department, duly completed and executed by the employee.
- 15.2.2 The District shall not be obligated to implement any new Association monthly dues deduction until the pay period commencing not less than thirty (30) workdays after such submission.
- 15.2.3 The District shall, on a monthly basis, draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deduction made during the month and shall furnish the Association a list of all employees affected, together with the amount deducted for each.
- 15.2.4 An employee may terminate Association membership or voluntary dues deduction authorization at any time, but will still be subject to the service fee provisions of 12.3. said deduction cancellation shall be effective on the pay period commencing thirty (30) workdays after written submission.
- 15.2.5 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for credit Association, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 15.2.6 The Association agrees to indemnify and hold harmless the District, its members, and each member of the management against any and all costs, losses, or damages because of civil or other action arising from the administration and implementation of these provisions. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any employee and remitted to the Association, and the employee and the district shall not be liable for any refund. The Association agrees to furnish any information needed by the District to fulfill these provisions.

15.3 Service Fee

- 15.3.1 Any certificated member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this section or within thirty (30) days of the commencement of assigned duties shall pay a service fee to the Association. A certificated employee may become an Association member at any time by following the procedure in 14.2 above.
- 15.3.2 The obligation to pay a service fee may be met by a monthly deduction from the certificated employee's direct payment to the Association using a method established by the Association, or if the certificated employee is a religious objector, by complying with 14.3.6 through 14.3.9.
- 15.3.3 If a certificated employee does not make application for membership within the prescribed time, make arrangement with the Association for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Association has a responsibility to inform the certificated employee of their contractual obligations. If after proper notice the certificated employee does not comply with the provisions of this Article, then the Association shall notify the District and supply the District with proof of notice to the unit member. Upon receipt of such notice and proof, the district shall withhold the service fee from the unit member's salary and submit such fee to the Association as provided in 14.4 below.
- 15.3.4 The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Association and shall be used only for those purposes permitted by law.
- 15.3.5 Any certificated employee choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Association pursuant to the regulations of the Public Employment Relations Board.
- 15.3.6 Notwithstanding the above, any certificated employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee. However, any certificated employee who qualified as a religious objector shall pay an amount equal to the service fee to one of the three following nonreligious, nonlabor organization charitable funds:
- 15.3.6.1 Carpinteria Educational Foundation
 - 15.3.6.2 American Cancer Society
 - 15.3.6.3 Special Olympics
- 15.3.7 A certificated employee paying an amount equal to the service fee to one of the organizations listed above shall submit proof of such payments each year to the

Association. If such proof is not submitted in a timely manner, then upon receipt of notice and proof from the Association, the District shall implement the provisions of 14.4.3 above.

- 15.3.8 It is recognized that the Association, as exclusive representative of all certificated employees, is required to represent all such employees fairly without regard to Association membership or non-membership. However, any employee who holds religious objections pursuant to 14.3.6 above, who requests the Association to use the grievance procedure or arbitration procedure on his or her behalf, shall pay the Association for such representation. The Association shall charge the faculty member for the reasonable cost of using such procedure.
- 15.3.9 The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Association's obligation hereunder the District will notify the Association in writing of any matter within seven (7) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole or in part or appeal the matter.

15.3.10 Remittance of Funds

- 15.3.10.1 Funds deducted on behalf of the Association pursuant to this Article will be remitted to the Association within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
- 15.3.10.2 The District will provide the Association with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Association.

ARTICLE 16. SAVINGS PROVISION

If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 17. CONCERTED ACTIVITIES

- 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, sick-out, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities as contained in the Position Description, or other interference with the operations of the district by the Association or by unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 17.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all members to do so. In the event of a strike, work stoppage, sick-out, slow-down, or other interference with the operations of the district by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 17.3 It is understood and agreed that any member violating this Article may be subject to discipline, including termination, by the District.
- 17.4 It is further understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from any member and/or the Association.

ARTICLE 18. SUPPORT OF AGREEMENT

The District and Association agree to support this Agreement for its term.

ARTICLE 19. EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such provisions in this Agreement, such as practices and procedures are discretionary with the District.

ARTICLE 20. COMPLETION OF MEET AND NEGOTIATION

- 20.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 20.2 Not later than the first regularly scheduled Board meeting in March of each year, the Association shall submit its initial proposal for the subsequent school year. The District shall submit its proposal in sufficient time to meet the public notice provisions of the Public Employment Relations Act and begin negotiations no later than May 1 of that year.
- 20.3 Not later than ten (10) working days following the last regularly scheduled meeting of the Board in May of each year, the Association and the District shall meet and begin negotiations, provided that there is not a decertification petition filed under Government Code Section 3544.7(c).
- 20.4 During this three-year contract, CAUSE and the District agree to the following reopeners for negotiations:
 - 20.4.1 For the 2008-2009 school year – Article 6, three (3) items from the Association, three (3) items from the District
 - 20.4.2 For the 2009-2010 school year – Article 6, three (3) items from the Association, three (3) items from the District

ARTICLE 21. TERMS OF THE AGREEMENT

The term of this agreement shall be from July 1, 2007 through June 30, 2010. This Agreement shall remain in full force and effect year by year unless one of the parties notifies the other in writing no later than the second regularly scheduled March, 2010 meeting of the Board of Education of its request to terminate, amend or modify this Agreement.

APPENDIX A – CERTIFICATED SALARY SCHEDULE
CARPINTERIA UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
EFFECTIVE JULY, 1 2013

STEP	CLASS I BA + 30 APPROVED SEM. UNITS	CLASS II MA OR BA + 45 APPROVED SEM. UNITS	CLASS III MA + 15 OR BA + 60 APPRV. SEM. UNITS	CLASS IV MA + 30 OR BA + 75 APPRV. SEM. UNITS
1	39,779	40,973	42,908	45,168
2	40,973	42,908	45,168	47,427
3	42,908	45,168	47,427	49,687
4	45,168	47,427	49,687	51,946
5	47,427	49,687	51,946	54,206
6	49,687	51,946	54,206	56,465
7	51,946	54,206	56,465	58,725
8	54,206	56,465	58,725	60,984
9	56,465	58,725	60,984	63,244
10		60,984	63,244	65,503
11			65,503	67,763
12			67,763 (MA req.)	70,022 (MA req.)
13			70,022 (MA req.)	72,282 (MA req.)
14			72,282 (MA req.)	74,541 (MA req.)

Hourly rate, career increments and RL's will be calculated on a salary base of \$37,181.00

Hourly rate, career increments and RL's will be calculated (x 0.012957) on a salary base of Class I/ Step I (Eff 7/1/14)

Career increments (effective 1977-78):

15 years	3%
20 years	3% additional
25 years	3% additional
30 years	3% additional

Hourly Rate: \$33.47
Hourly Rate Effective 7/1/14: = Class I/ Step I x 0.0009 = \$35.80

Up to a maximum number of five full-time years of outside teaching experience (Step 6) may be allowed for initial placement on the salary schedule.

The Carpinteria Unified School District prohibits discrimination in employment, educational programs, and activities on the basis of race, national origin, color, creed, religion, sex, age, disability, sexual orientation, or gender identity.

Retro to 7/1/13, Board Approved 6/24/2014

**PRE-K SALARY SCHEDULE
EFFECTIVE JULY 1, 2013**

STEP	CLASS I Associate Teacher	CLASS II Teacher	CLASS III Master Teacher	CLASS IV Site Supervisor	CLASS V Program Director				
									Based on 185 days
1 Annual	30,166	31,069	32,002	32,962	33,951				
Daily	163.06	167.94	172.98	178.17	183.52				
Hourly	20.38	20.99	21.62	22.27	22.94				
2	31,069	32,002	32,962	33,951	34,968				
	167.94	172.98	178.17	183.52	189.02				
	20.99	21.62	22.27	22.94	23.63				
3	32,002	32,962	33,951	34,968	36,019				
	172.98	178.17	183.52	189.02	194.70				
	21.62	22.27	22.94	23.63	24.34				
4	32,962	33,951	34,968	36,019	37,099				
	178.17	183.52	189.02	194.70	200.54				
	22.27	22.94	23.63	24.34	25.07				
5	33,951	34,968	36,019	37,099	38,212				
	183.52	189.02	194.70	200.54	206.55				
	22.94	23.63	24.34	25.07	25.82				
6	34,968	36,019	37,099	38,212	39,358				
	189.02	194.70	200.54	206.55	212.75				
	23.63	24.34	25.07	25.82	26.59				
7	36,019	37,099	38,212	39,358	40,539				
	194.70	200.54	206.55	212.75	219.13				
	24.34	25.07	25.82	26.59	27.39				
8	37,099	38,212	39,358	40,539	41,754				
	200.54	206.55	212.75	219.13	225.70				
	25.07	25.82	26.59	27.39	28.21				
9	38,212	39,358	40,539	41,754	43,009				
	206.55	212.75	219.13	225.70	232.48				
	25.82	26.59	27.39	28.21	29.06				
10	39,358	40,539	41,754	43,009	44,297				
	212.75	219.13	225.70	232.48	239.44				
	26.59	27.39	28.21	29.06	29.93				
12 Units ECE/CD including core courses **						BA with 24 ECE/DE units including:			
50 days of 3+ hours per day within 2 years experience						Core courses ** plus 16 GE units, 6 Administration units, 2 Adult supervision units			
24 Units ECE/CD incl. core courses ** plus 16 General Education (GE) units						Site Supervisor status and one (1) program year of site supervisor experience			
175 days of 3+ hours per day within 4 years experience						*One course in each of four (4) general education categories, which meet graduation reqs:			
24 Units+ ECE/CD incl. core courses** plus 16 General Education (GE) units						English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts			
Plus 6 Specialization units + 2 Adult supervision units						**Core Courses incl. child/human growth & dev; child/family community or child			
350 days of 3+ hours per day within 4 years						and family relations; and programs/curriculum			
AA (or 60 units) with 24 ECE/CD units including core courses**						3.25% retroactive pay from 7/2013, Board Approved 6/24/2014			
16 GE units, 6 Administration units, 2 Adult supervision units						Note: Movement on the salary schedule is contingent upon receipt of adequate			
350 days of 3+ hours per day within 4 years incl. at least 100 days of supervising adults						restricted funding to cover the salary costs.			

APPENDIX B – CERTIFICATED EVALUATION FORM

Carpinteria Unified School District Certificated Evaluation Form

Employee's Name _____ School _____

Evaluator's Name _____ Employee's Assignment _____

_____ Employee's Credential _____

_____ Expiration Date _____

CLAD STATUS: Completed _____

In Progress _____

*All of the six teaching domains must be rated. Each domain will be evaluated on its supporting elements using the CUSD's Teaching Standards adapted from the California Standards for the Teaching Profession (CSTP). A "Meets" rating for a given domain signifies that a teacher has demonstrated proficiency in a **majority** of the elements listed in the domain. An unsatisfactory evaluation is one that rates two or more domains as "Does not meet" or a **single** domain that is rated as "Does not meet" over two consecutive evaluations.*

EVALUATION DOMAINS

	not meet	Meets	Does
I. Elements for Engaging & Supporting All Students in Learning		<input type="checkbox"/>	<input type="checkbox"/>
1.1 Connects student's prior knowledge, life experience, and interests with learning goals			
1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs			
1.3 Facilitates learning experiences that promote autonomy, interaction, and choice			
1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful			
1.5 Promotes self-directed, reflective learning for all students			
Comments: _____			

Does not meet

II ELEMENTS FOR CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2.1 Creates a physical environment that engages all students
- 2.2 Establishes a climate that promotes fairness and respect
- 2.3 Promotes social development and group responsibility

Meets

- 2.4 Establishes and maintains standards for student behavior
- 2.5 Plans and implements classroom procedures and routines that support student learning
- 2.6 Uses instructional time effectively

Comments: _____

Meets
Does ☐ meet ☐

III. Elements for Understanding & Organizing Subject Matter for Student Learning

- 3.1 Demonstrates knowledge of subject matter content and student development
- 3.2 Organizes curriculum to support student understanding of subject matter
- 3.3 Interrelates ideas and information within and across subject matter areas
- 3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter
- 3.5 Uses materials, resources, and technologies to make subject matter accessible to students

Comments: _____

Meets
Does not meet

IV Elements for Planning Instruction & Designing Learning Experiences for Students

☐ ☐

- 4.1 Draws on and values students' backgrounds, interests, and developmental learning needs
- 4.2 Establishes and articulates goals for student learning
- 4.3 Develops and sequences instructional activities and materials for student learning
- 4.4 Designs short-term and long-term plans to foster student learning
- 4.5 Modifies instructional plans to adjust for student needs

Comments: _____

Meets **Does not meet**

V Elements for Assessing Student Learning

☐ ☐

- 5.1 Establishes and communicates learning goals for all students
- 5.2 Collects and uses multiple sources of information to assess student learning
- 5.3 Involves and guides all students in assessing their own learning
- 5.4 Uses the results of assessments to guide instruction
- 5.5 Communicates with students, families, and other audience about student progress

Comments: _____

	Meets	Does not meet
VI <u>Elements for Developing As a Professional Educator</u>	<input type="checkbox"/>	<input type="checkbox"/>
6.1 Reflects on teaching practice and plans professional development		
6.2 Establishes professional goals and pursues opportunities to grow professionally		

- 6.3 Works with communities to improve professional practice
- 6.4 Works with families to improve professional practice
- 6.5 Works with colleagues to improve professional practice

Comments: _____

Satisfactory

☐

Unsatisfactory

☐

OVERALL EVALUATION

Comments (Address commendations or recommendations to any of the above areas):

EMPLOYEE'S ACKNOWLEDGMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, but my signature does not necessarily indicate my agreement. I understand that I may attach a written response to this form within ten (10) working days from the date on which the report was received and that this response will become a permanent part of my personnel file.

Evaluatee's Signature _____

Date _____

Evaluator's Signature _____

Date _____

Carpinteria Unified School District

Peer Assistance and Review

Contents:

- The PAR Agreement
- Calendar for Required Participants
- Calendar for Volunteer Participants
- PAR Certificated Professional Growth Plan
- PAR Formal Observation Pre-planning Sheet
- PAR Formal Observation Form
- PAR Initial Principal Contact Form
- PAR Action Plan
- Administrator Formal Evaluation Waiver Form
- PAR Mid-year Summative Review Form
- PAR End-of-year Summative Review Form
- Carpinteria Peer Assistance and Review Participant Background Sheet
- PAR Support Documentation Sheet

PEER ASSISTANCE AND REVIEW

Jointly Created by

**Carpinteria Unified School District and
Carpinteria Association of United School Employees**

CHAPTER 1 - INTRODUCTION

Philosophy

The Peer Assistance and Review Program (from here on referred to as PAR) is a cooperative effort by Carpinteria Unified School District (from here on referred to as District) and Carpinteria Association of United School Employees (from here on referred to as CAUSE) to assist veteran teachers in need of development in subject matter knowledge or teaching strategies for the purpose of improving instruction and student performance. PAR is a major step in expanding the authority of teachers in managing the profession by utilizing their expertise together with that of management to provide collegial support, assistance, and review.

Purpose

The purpose of the PAR program is to provide professional assistance as well as sufficient and continuous professional development to teachers in need of development in the subject matter knowledge or teaching strategies needed to improve student performance. PAR shall establish a feedback mechanism that allows exemplary teachers to assist veteran teachers in need of development in subject matter knowledge and/or teaching strategies. PAR will focus on a teacher's classroom performance as it relates to his or her ability to engage student in learning, create an effective environment, organize subject matter, plan instruction, assess learning, and develop as a professional.

The Peer Assistance and Review Program will:

- a. promote collaboration among Consulting Teachers and administrators
- b. utilize instructional expertise from exemplary classroom teachers
- c. enhance and improve classroom instruction to maximize student performance
- d. establish a system of peer assistance, modeling and evaluation by the Consulting Teacher
- e. create a system where teachers participate in the decision making process of granting tenure, retention, and dismissal

Goals

The PAR program will expect and encourage a cooperative relationship between the Consulting Teacher and the principal at each site. The guiding principle will be the improvement of the performance of the participating teacher in order to provide better instruction for students.

Procedure for Selection of Consulting Teachers

Each Certificated teacher who applies for the position of Consulting Teacher will:

- a. submit an application
- b. submit at least two letters of recommendation
- c. authorize the review of performance evaluations by the Panel
- d. be observed in the classroom by a Panel representative
- e. interview with the Panel

The Peer Assistance and Review Program will:

- a. provide a Consulting Teacher for teachers requesting assistance
- b. provide a Consulting Teacher for teachers who have received an unsatisfactory evaluation
- c. design an appropriate action plan and evaluation for certificated staff in PAR

Definitions

A teacher who has been identified as performing in an unsatisfactory manner and is assigned to assistance shall be referred to as a “Required Participant”.

A Teacher who has volunteered to participate in PAR shall be referred to as a “Volunteer Participant”.

Participant shall be used when referring to: Required Participant and Volunteer Participants

The teacher who is directed to assist the Participant shall be referred to as “Consulting Teacher” and will work exclusively with program Participants.

The teacher who is directed to assist the Participant in a subject matter or site information and is not responsible for evaluation shall be referred to as “Specialist Teacher”.

CHAPTER 2 - THE ASSISTANCE

Peer Review Panel

The Peer Review Panel (from here on referred to as Panel) shall have the following governance structure: three certificated teachers and two administrators. Certificated teachers shall be selected by Cause. Administrators shall be selected by the District. A Required Participant and a Required Participant’s supervisor shall not serve on the panel for that year. A Consulting Teacher shall not serve on the panel.

The Panel shall select the Consulting Teachers for PAR. The Panel shall make recommendations to the Board regarding Participants in PAR, including the forwarding of names of those Participants who, after sustained assistance, are not able to demonstrate satisfactory improvement. The Panel shall terminate a Consulting Teacher whose performance does not meet the expectations of PAR.

Duties and Responsibilities of Peer Assistance and Review Panel

- a. to review referrals of tenured teachers to the program
- b. to select teachers to participate in PAR who volunteer for assistance
- c. to make recommendations to the Board regarding continuation in or dismissal from the PAR Program for Required Participants
- d. to evaluate the impact of PAR in order to improve the program
- e. to submit recommendations to CAUSE and the Board for improvement of PAR
- f. to attend scheduled meetings
- g. to approve an action plan within 30 days if reissuing an unsatisfactory evaluation
- h. to select one Consulting Teacher for elementary and one Consulting Teacher for secondary
- i. to meet at least four times annually to review the work of the Consulting Teacher.

Compensation for Peer Assistance and Review Panel

- a. release time for school day meetings
- b. summer meetings reimbursed at per-diem rate
- c. 1 R.L. stipend for each member of the Panel
- d. 3 R.L. for each Consulting Teacher

Consulting Teacher

Qualifications

1. Experience

- a. is currently a full-time tenured employee
- b. has substantial recent classroom experience (at least five years) in the District teaching within the subject area of one's major
- c. has demonstrated exemplary teaching ability
- d. breadth of experience is desirable
- e. continuing educational experiences are desirable

2. Knowledge.

- a. of specific curricular discipline(s) of teaching major
- b. of a wide range of teaching strategies and methods
- c. of how to meet the needs of pupils in different contexts
- d. of effective classroom management strategies
- e. of counseling and coaching strategies
- f. of AB IX (Villaraigosa, Peer Assistance and Review Program for Teachers)

3. Abilities and Skills

- a. to communicate effectively and tactfully in both oral and written form
- b. to counsel and assist peers
- c. to assess and prescribe appropriate instructional strategies
- d. to demonstrate effective instructional strategies
- e. to make recommendations to the Panel
- f. to organize and implement an effective action plan for each participating teacher

4. Training
 - a. in evaluating procedures
 - b. in classroom management and specific techniques
 - c. in peer counseling and conflict resolution
 - d. in curriculum design

Procedure for Selection of Consulting Teachers

Each Certificated teacher who applies for the position of Consulting Teacher will:

- a. submit an application
- b. submit at least two letters of recommendation
- c. authorize the review of performance evaluations by the Panel
- d. be observed in the classroom by a Panel representative
- e. interview with the Panel

A majority vote of five of the Panel members will be required for the selection of a Consulting Teacher.

Guidelines for Consulting Teacher

- a. will be on a yearly basis
- b. may re-apply by indicating to the Panel interest in another year
- c. will be limited to three consecutive years
- d. will agree not to pursue administrative positions during their terms as Consulting Teachers
- e. will provide one year of service in the classroom after serving as Consulting Teacher
- f. will be allowed to return to their original schools and to the same or similar teaching assignments and conditions, if they so desire

Compensation for the Consulting Teachers

- a. A Consulting Teacher, when identified will receive 3 RL to be paid semi-annually. The duties of the Consulting Teacher will be specified by the Panel.
- b. A Consulting Teacher may work with no more than three Required Participants
- c. Each Consulting Teacher may add additional days and shall be compensated for these additional days at an hourly rate commensurate to his/her per-diem rate on a 7 hour day, not to exceed \$2000.

Duties of the Consulting Teacher

Consulting Teachers shall have the primary responsibility for assistance and review of program Participants to whom they are assigned. It is expected that there will be frequent conversations, scheduled and non-scheduled, between the Consulting Teacher and the site administrator regarding PAR Participant. The Consulting Teacher will inform the site administrator of the progress being made by each PAR Participant.

Each Consulting Teacher will be required to:

- a. assist in writing clear performance goals with the Participant. Goals will be consistent with the California Standards for the Teaching Profession.
- b. recommend appropriate action to improve the skills and knowledge of each Participant, provide assistance with developing classroom materials, reviewing curriculum, suggesting classroom management techniques, record-keeping requirements, demonstrating teaching techniques, arranging for observations of other teachers, and planning instruction
- c. conduct multiple observations of each Participant
- d. provide a written post-observation to each Participant within two days after each observation
- e. present a report to the Panel designating area of improvement from action plan goals
- f. maintain a daily or weekly schedule of activities
- g. send a copy of observation reports of each Required Participant to the site administrator and a copy to the Panel
- h. recommend continuing in or dismissal from the PAR Program
- i. maintain a log for each Participant showing dates and time of contacts, including a summary of conversations, observations, and other forms of assistance provided

Upon assignment to the PAR program, the consulting teacher in consultation with the principal and the participating teacher shall develop performance goals for an individual teacher in writing, clearly stated, aligned with pupil learning, and consistent with Education Code § 44662 [Action Plan]. The assessment of progress toward these performance goals shall be the responsibility of the consulting teacher in accordance with the procedures in this agreement. The final evaluation of a teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance.

Nothing in the above statement of responsibility shall relieve the principal of the obligation to evaluate and supervise the teacher receiving assistance but honoring the process of consultation and improvement on the identified PAR action plan. It is the responsibility of the principal and consulting teacher to co-ordinate assistance to the teacher and to the extent possible achieve a unified point of view in support of the teacher's participation in the process.

Consulting Teachers shall be "held harmless" and are protected from legal liability in the execution of their assigned duties. The District shall provide legal defense, if necessary, at no expense to the Consulting Teacher. Consulting Teachers shall not be considered management under the EERA.

Subject Specialist

CAUSE and the District recognize that additional Subject Specialists may be needed. A Subject Specialist provides subject area specific information that the Consulting Teacher may not be able to provide. In such cases, the Consulting Teacher maintains primary responsibility for the Individual Improvement Plan. The Subject Specialist will provide direct support for the Participating Teacher and recommend appropriate professional development activities.

Qualifications of a Subject Specialist will be the same as that of a Consulting Teacher. Subject Specialists will be paid at an hourly rate commensurate to his/her per-diem rate on a 7 hour day, not to exceed \$1000.

CHAPTER 3 - THE PARTICIPANTS

The Tenure Intervention Program

The Tenure Intervention Program is for teachers who have received an unsatisfactory evaluation from their site administrator. These Participants shall be called Required Participants. The goal of *Consulting Teacher* is to analyze all possible areas of deficiencies the teacher may have and to provide assistance in developing an effective classroom teacher. It is important to keep the site administrator informed of progress. If the assistance is failing and goals not met within a reasonable amount of time, should the Participant be recommended for dismissal.

The philosophy of *Consulting Teacher* is to provide assistance to teachers who previously implemented administrative improvement directive from his or her administrator has not been successful. Therefore, once a teacher has been placed in the Tenure Intervention Program, his or her administrator may be asked or may volunteer to waive the formal observation for the time period he or she is in PAR.

The Process

1. Identification of the Problem
 - a. An evaluation report will be prepared which specifically identifies areas of deficiencies and desired improvements in the employee's performance. This report shall also include all actions taken to resolve the deficiencies: A copy of the report must be given to the evaluatee. The evaluator will be the administrator to whom the employee is directly responsible.
2. Review by the PAR Panel
 - a. Each referral shall be reviewed by the Panel.
 - b. The Participant has the right to request representation from CAUSE.
 - c. The Participant shall have the opportunity to make a presentation to the Panel.
 - d. The principal retains the prerogative to pursue options as specified in the California Education Code.
 - e. The Panel will assign a Consulting Teacher.
 - f. The Participant will be advised of the procedures and be given a copy to follow.
3. The Consulting Teacher
 - a. The Consulting Teacher will review written evidence of the Participant's unsatisfactory performance.

- b. The Consulting Teacher, along with the site administration and the Participant, will develop a plan that will provide sufficient professional development to correct any area where performance is unsatisfactory.
- c. Consulting Teacher will observe the Participant's performance on an on-going basis.
- d. The Consulting Teacher will keep a log of all scheduled appointments and visits that were announced or unannounced.
- e. The Consulting Teacher will work with the employee during the assistance period and will complete written reports after each classroom evaluation or visit with the Participant.
- f. The Consulting Teacher will maintain contact and report to the Panel on the progress being made.
- g. This process will be completed between March 15th and May 15th. Upon mutual consent of the Panel and the Participant, the timeline may be extended up to one month or twenty teaching days.
- h. Copies of all reports must go to the Participant and the Panel.

4. Final Report

- a. Before submitting a final report to the Panel the Consulting Teacher will meet with the Participant to review the report.
- b. The final report will be presented to the Panel. The report will address the goals in the action plan, including all documented evidence collected during the assistance period.
- c. The final report will state whether the Participant has or has not improved in performance to the satisfactory level.
- d. The Consulting Teacher will make a recommendation for continuing in or dismissal from the PAR Program.

5. PAR Panel Action

- a. The Panel will review the final report and recommendation of the Consulting Teacher.
- b. The Panel will forward to the Governing Board the name of individuals who, after sustained assistance, were not able to demonstrate satisfactory improvement.

The Professional Development Program

The Professional Development Program is for any teacher in the District who request assistance in improving his/her teaching skills. This is a volunteer program and should carry any negative label. Teachers will be accepted into PAR by the Panel on the basis of each teacher's need and PAR budget. This is an opportunity to provide professional assistance in a proactive manner. The Participant may withdraw from the Professional Development Program with the agreement from the Consulting Teacher.

The Professional Development Program's philosophy is to provide assistance for many different reasons. Therefore, depending on the Participant's goals, an administrator may waive the formal observation for the year that the Participant is in PAR.

The Process

1. The PAR Panel
 - a. Each applicant shall be reviewed by the Panel to determine whether acceptance into PAR is appropriate.
 - b. The Panel will select the Volunteer Participants no later than second week of school.
 - c. The teacher shall have the opportunity to make a presentation to the Panel.
 - d. If the Panel rejects the referral, it shall provide the teacher with the reasons for the rejection in writing.
 - e. The Panel will assign a Consulting Teacher and will advise the Participant of the procedure to be followed.
2. The Consulting Teacher
 - a. The Consulting Teacher, along with the site administration and the Participant, will develop a plan that will provide sufficient professional development towards identified goals, reflective of the California Standards for the Teaching Profession.
 - b. A written action plan will be developed, including a timeline that will be approved by the Panel
 - c. The Consulting Teacher will observe the Participant's performance on an on-going basis.
 - d. The Consulting Teacher will work with the Participant during the assistance period and will complete written reports after each classroom observation or visit with the Participant.
 - e. The Consulting Teacher will keep a log of all scheduled appointments and visits that were announced or unannounced.
 - f. The Consulting Teacher will maintain contact and report to the Panel on the progress being made.
 - g. Copies of all reports must go to the Participant and the Panel.
3. Final Report
 - a. Before submitting a final report to the Panel the Consulting Teacher will meet with the Participant to review the report.
 - b. A final report will be made to the Panel and will address progress towards reaching goals.
4. PAR Panel Action
 - a. The Panel will review the final report and recommendation of the Consulting Teacher related to the assistance plan.
 - b. The final report, with the Participant's approval, may be placed in the teacher's personnel file.

CHAPTER 4 - THE GENERAL GUIDELINES

Reporting Procedures to the Panel

- a. At the Panel's quarterly meeting the Consulting Teacher shall provide progress report and all written documentation regarding the progress of each Participant.
- b. The Participant may be present for the presentation and will be given the opportunity to respond to the progress report.
- c. The Participant may not be present during the deliberation of the Panel, which is confidential. The Panel may request additional follow-up information from the principal, Consulting Teacher, or the Participant.

All deliberations and reports are confidential.

Conflict of Interest Clause

In the event that one of the Panel members is the administrator who has deemed that a Participant's performance is unsatisfactory he/she will remove himself or herself from the Panel during consideration and review of that Participant's case. A Panel member shall also remove himself or herself from any other situation that may be deemed a conflict of interest.

Additional Provisions

- a. Expenditures for the PAR program, including administrative costs of up to five percent, shall not exceed funds available.
- b. At the conclusion of each year, if revenue exceeds expenditures, the District and CAUSE shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of the PAR program and the professional development activities of the District.
- c. It is understood and agreed that the PAR program shall terminate if PAR funding is discontinued.
- d. Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention, or non-reelection of certificated employees.
- e. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and or unprofessional conduct pursuant to Educational Code Section 44938.

Participant's Due Process Rights

- a. The Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher and principal prior to their submission to the Panel, and have his or her comments attached. The Consulting Teacher shall provide the Participating Teacher being reviewed with copies of such reports at least five (5) working days prior to the meeting of the Panel at which the reports will be considered.
- b. The Participating Teacher shall have the right to be represented by CAUSE in any meetings of the Panel to which s/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.

- c. The decision to refer a teacher for intervention through PAR shall not be subject to the grievance process, nor shall a decision to remove a Participant from PAR be grievable.
- d. The Participating Teacher shall have the right to present in writing to the Panel why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and have those reasons be considered by the Panel.
- e. The Consulting Teacher and the PAR Panel may create documentation for all Participants. These documents shall be deemed as classified information and shall be sealed once the Participant is out of the PAR program. The only paperwork that shall be released from PAR will be the final evaluations to the personnel file and recommendations to the Board.
- f. The PAR program in no manner diminishes the legal rights of bargaining unit members of the District.

Program Continuation

The District and CAUSE shall meet annually to review and approve the components of the PAR.

CUSD Peer Assistance and Review
Formal Observation Pre-planning Sheet

(Note: You may provide the information requested below in a different format. Please submit the requested info to your observer(s) at least one day prior to the formal observation.)

Teacher Name _____ School _____
_____ Grade _____

Type of lesson (Please check those that apply):

_____ Whole group _____ Small group _____ Introductory
_____ Reinforcement/Review

Curricular Area(s) addressed: _____

Strand/Element Focus: _____

Lesson Goal/Objective: _____

Brief description of lesson plan and materials to be used: _____

**Carpinteria Unified School District – PAR
INITIAL PRINCIPAL CONTACT**

Date _____ Consulting Teacher _____

School _____ Phone _____

Principal _____ Site Secretary _____

PARTICIPATING TEACHER(S):

1. _____ 2. _____

3. _____ 4. _____

PROCEDURES REQUESTED WHEN CONSULTANT IS AT THE SITE:

How do you want Consulting Teacher to check in?

Where do you want Consulting Teacher to park?

What is the best way for the Consulting Teacher to contact you?

Other:

SUGGESTED LOCATIONS FOR CONFIDENTIAL MEETINGS:

CONSULTING TEACHER NEEDS:

- _____ BELL SCHEDULE
- _____ CALENDAR
- _____ MAP
- _____ MASTER SCHEDULE
- _____ SECRETARY WITH WHOM MESSAGES, COMMUNICATIONS CAN BE LEFT
- _____ ACCESS TO A COPY MACHINE
- _____ OTHER: _____
- _____

**Carpinteria Unified School Districts
PAR Program
Background Sheet**

Name: _____

Address: _____

City/Zip: _____

Phone _____ Birthday: _____

E-mail: _____

Campus: _____ Room. #(s): _____

Subject: _____ Grade Level(s): _____

College(s) (undergraduate): _____

Major/Degree: _____

Credential Program: _____

Credential(s) Held: _____

Teaching Experience (student teaching, substituting, regular teaching, etc.):

Year(s)	District/Site	Subject/Grade
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Previous Professions/Personal Information (hobbies, interests, continuing degree work, etc.)

Daily Schedule (Please attach - please include approximate arrival/departure times to assist in planning potential meetings - K-5 only)

Middle School/High School

Daily Teaching Schedule 1st Semester

Period	Subject	Room #	Location

Daily Teaching Schedule 2nd Semester

Period	Subject	Room #	Location

**CARPINTERIA UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE & REVIEW**

PERSONAL SUPPORT: (Notes about meetings, conferences, workshops, demonstrations, materials)

NAME _____ [] Year 1 []
Year 2

SUPPORT PROVIDER _____

DATE	TYPE OF SUPPORT

Carpinteria Unified School District

PAR Professional Growth Plan

Participant_____

School_____

Consulting Teacher_____

This electronic format has been established for the purpose of developing a Growth Plan to match the standards marked "Does not meet" on the CUSD Certificated Evaluation Form. Since the document is electronic it can be expanded for additional text. Below the elements state goals and/ or objective and activities that include student product or evidence for evaluation. Space is provided for the teacher to make comments prior to the lesson and the Consulting Teacher to make comments and/or suggestions after the lesson.

CRITERIA

II. Engaging & Supporting All Students in Learning

- 1.5 Connects student's prior knowledge, life experience, and interests with learning goals
- 1.6 Uses a variety of instructional strategies and resources to respond to students' diverse needs
- 1.7 Facilitates learning experiences that promote autonomy, interaction, and choice
- 1.8 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful
- 1.9 Promotes self-directed, reflective learning for all students

Goals and/or Objectives:

Activities:

Student product or evidence for Evaluation:

Teacher's Comments:

Consulting Teacher's Comments and Suggestions:

III CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2.7 Creates a physical environment that engages all students
- 2.8 Establishes a climate that promotes fairness and respect
- 2.9 Promotes social development and group responsibility
- 2.10 Establishes and maintains standards for student behavior
- 2.11 Plans and implements classroom procedures and routines that support student learning
- 2.12 Uses instructional time effectively

Goals and/or Objectives:

Activities:

Student product or evidence for Evaluation:

Teacher's Comments:

Consulting Teacher's Comments and Suggestions:

III. Understanding & Organizes Subject Matter for Student Learning

- 3.6 Demonstrates knowledge of subject matter content and student development
- 3.7 Organizes curriculum to support student understanding of subject matter
- 3.8 Interrelates ideas and information within and across subject matter areas
- 3.9 Develops student understanding through instructional strategies that are appropriate to the subject matter
- 3.10 Uses materials, resources, and technologies to make subject matter accessible to students

Goals and/or Objectives:

Activities:

Student product or evidence for Evaluation:

Teacher's Comments:

Consulting Teacher's Comments and Suggestions:

VII Plans Instruction & Designing Learning Experiences for All Students

- 4.6 Draws on and values students' backgrounds, interests, and developmental learning needs
- 4.7 Establishes and articulates goals for student learning
- 4.8 Develops and sequences instructional activities and materials for student learning
- 4.9 Designs short-term and long-term plans to foster student learning
- 4.10 Modifies instructional plans to adjust for student needs

Goals and/or Objectives:

Activities:

Student product or evidence for Evaluation:

Teacher's Comments:

Consulting Teacher's Comments and Suggestions:

VIII Assessing Student Learning

- 5.6 Establishes and communicates learning goals for all students
- 5.7 Collects and uses multiple sources of information to assess student learning

- 5.8 Involves and guides all students in assessing their own learning
- 5.9 Uses the results of assessments to guide instruction
- 5.10 Communicates with students, families, and other audience about student progress

Goals and/or Objectives:

Activities:

Student product or evidence for Evaluation:

Teacher's Comments:

Consulting Teacher's Comments and Suggestions:

IX Developing As a Professional Educator

- 6.6 Reflects on teaching practice and plans professional development
- 6.7 Establishes professional goals and pursues opportunities to grow professionally
- 6.8 Works with communities to improve professional practice
- 6.9 Works with families to improve professional practice
- 6.10 Works with colleagues to improve professional practice

Goals and/or Objectives:

Activities:

Student product or evidence for Evaluation:

Teacher's Comments:

Consulting Teacher's Comments and Suggestions:

Signature of the participant does not constitute agreement, but merely acknowledgment of the observation and this record. A follow-up conference, if required, will provide opportunity for discussion and comment on the observation.

Participant's Signature_____

Date_____

Consulting Teacher's Signature_____

Date_____

Carpinteria Unified School District

Certificated Evaluation Form

PAR Mid-year Review

Participant _____ School _____

Consulting Teacher _____ Employee's Assignment _____

Status: Required _____ Voluntary _____ Temporary _____ Probationary _____

Participant's Credential _____ Expiration Date _____

CLAD STATUS: Completed _____ In Progress _____

Rate only the areas that were marked "Does not meet" on the CUSD Certificated Evaluation Form. Each standard will be evaluated based on its supporting elements using the Carpinteria Unified School District Teaching Standards rubric. In order to meet standard no more than one element of a given standard can be rated unsatisfactory (circle each unsatisfactory element). To receive an overall evaluation of satisfactory at least four of the six standards must be rated as "meets".

Criteria for Evaluation

	Meets	Does not
meet		
<i>I Engaging & Supporting All Students in Learning</i>	[]	[]
1.1 Connects student's prior knowledge, life experience, and interests with learning goals		
1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs		
1.3 Facilitates learning experiences that promote autonomy, interaction, and choice		
1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful		
1.5 Promotes self-directed, reflective learning for all students		
Comments: _____		

	Meets	Does
not meet		
<i>II Creating & Maintaining Effective Environments for Student Learning</i>	[]	
[]		
2.1 Creates a physical environment that engages all students		
2.2 Establishes a climate that promotes fairness and respect		
2.3 Promotes social development and group responsibility		
2.4 Establishes and maintains standards for student behavior		
2.5 Plans and implements classroom procedures and routines that support student learning		
2.6 Uses instructional time effectively		

Comments: _____

meet Meets Does not

III Understanding & Organizes Subject Matter for Student Learning [] []

- 3.1 Demonstrates knowledge of subject matter content and student development
- 3.2 Organizes curriculum to support student understanding of subject matter
- 3.3 Interrelates ideas and information within and across subject matter areas
- 3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter
- 3.5 Uses materials, resources, and technologies to make subject matter accessible to students

Comments: _____

Meets

Does not Meet

IV Plans Instruction & Designing Learning Experiences for All Students [] []

- 4.1 Draws on and values students' backgrounds, interests, and developmental learning needs
- 4.2 Establishes and articulates goals for student learning
- 4.3 Develops and sequences instructional activities and materials for student learning
- 4.4 Designs short-term and long-term plans to foster student learning
- 4.5 Modifies instructional plans to adjust for student needs

Comments: _____

Meets Does not meet

V Assessing Student Learning [] []

- 5.1 Establishes and communicates learning goals for all students
- 5.2 Collects and uses multiple sources of information to assess student learning
- 5.3 Involves and guides all students in assessing their own learning
- 5.4 Uses the results of assessments to guide instruction
- 5.5 Communicates with students, families, and other audience about student progress

Comments: _____

		Meets	Does not meet
		[]	[]
VI <i>Developing As a Professional Educator</i>			
6.1	Reflects on teaching practice and plans professional development		
6.2	Establishes professional goals and pursues opportunities to grow professionally		
6.3	Works with communities to improve professional practice		
6.4	Works with families to improve professional practice		
6.5	Works with colleagues to improve professional practice		
Comments: _____			

	Satisfactory	Unsatisfactory
Overall Evaluation	[]	[]

Comments (Address commendations or recommendations to any of the above areas):

EMPLOYEE'S ACKNOWLEDGMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, but my signature does not necessarily indicate my agreement. I understand that I may attach a written response to this form within ten (10) working days from the date on which the report was received and that this response will become a permanent part of my personnel file.

Participant's Signature _____ Date _____

Consulting Teacher's Signature _____ Date _____

Carpinteria Unified School District Certificated Evaluation Form PAR End-of-year Summative Review

Participant _____ School _____

Consulting Teacher _____ Employee's Assignment _____

Status: Required _____ Voluntary _____ Temporary _____ Probationary _____

Participant's Credential _____ Expiration Date _____

CLAD STATUS: Completed _____ In Progress _____

Rate only the areas that were marked "Does not Meet" on the CUSD Certificated Evaluation Form. Each standard will be evaluated based on its supporting elements using the Carpinteria Unified School District Teaching Standards rubric. In order to meet standard no more than one element of a given standard can be rated unsatisfactory (circle each unsatisfactory element). To receive an overall evaluation of satisfactory at least four of the six standards must be rated as "meets".

Criteria for Evaluation

	Meets	Does not
meet		
<i>I Engaging & Supporting All Students in Learning</i>	[]	[]
1.1 Connects student's prior knowledge, life experience, and interests with learning goals		
1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs		
1.3 Facilitates learning experiences that promote autonomy, interaction, and choice		
1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful		
1.5 Promotes self-directed, reflective learning for all students		
Comments: _____		

	Meets	Does
not meet		
<i>II Creating & Maintaining Effective Environments for Student Learning</i>	[]	
[]		
2.1 Creates a physical environment that engages all students		
2.2 Establishes a climate that promotes fairness and respect		
2.3 Promotes social development and group responsibility		
2.4 Establishes and maintains standards for student behavior		
2.5 Plans and implements classroom procedures and routines that support student learning		
2.6 Uses instructional time effectively		

Comments: _____

meet Meets Does not

III Understanding & Organizes Subject Matter for Student Learning [] []

- 3.1 Demonstrates knowledge of subject matter content and student development
- 3.2 Organizes curriculum to support student understanding of subject matter
- 3.3 Interrelates ideas and information within and across subject matter areas
- 3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter
- 3.5 Uses materials, resources, and technologies to make subject matter accessible to students

Comments: _____

Meets

Does not meet

IV Plans Instruction & Designing Learning Experiences for All Students [] []

- 4.1 Draws on and values students' backgrounds, interests, and developmental learning needs
- 4.2 Establishes and articulates goals for student learning
- 4.3 Develops and sequences instructional activities and materials for student learning
- 4.4 Designs short-term and long-term plans to foster student learning
- 4.5 Modifies instructional plans to adjust for student needs

Comments: _____

Meets Does not meet

V Assessing Student Learning [] []

- 5.1 Establishes and communicates learning goals for all students
- 5.2 Collects and uses multiple sources of information to assess student learning
- 5.3 Involves and guides all students in assessing their own learning
- 5.4 Uses the results of assessments to guide instruction
- 5.5 Communicates with students, families, and other audience about student progress

Comments: _____

		Meets	Does not meet
		[]	[]
VI <i>Developing As a Professional Educator</i>			
6.1	Reflects on teaching practice and plans professional development		
6.2	Establishes professional goals and pursues opportunities to grow professionally		
6.3	Works with communities to improve professional practice		
6.4	Works with families to improve professional practice		
6.5	Works with colleagues to improve professional practice		
Comments: _____			

	Satisfactory	Unsatisfactory
Overall Evaluation	[]	[]

Comments (Address commendations or recommendations to any of the above areas):

EMPLOYEE’S ACKNOWLEDGMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, but my signature does not necessarily indicate my agreement. I understand that I may attach a written response to this form within ten (10) working days from the date on which the report was received and that this response will become a permanent part of my personnel file.

Participant’s Signature _____ Date _____

Consulting Teacher’s Signature _____ Date _____

Carpinteria Unified School District
Peer Assistance and Review – PAR

Application for Consulting Teacher or Secondary Subject specialist

I am applying for (check one):

Consulting Teacher - Elementary () Consulting Teacher – Secondary ()

Subject Specialists – Secondary only ()

Name _____ Date _____

School Grade Department

Years of Teaching in the District _____

Please address the qualifications listed on the cover page in the following areas:

Experience –

Knowledge –

Abilities and Skills –

Training –

Please indicate your classroom schedule for PAR Panel visitation.

Day	Time	Subject
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Letters of recommendation will be sent under separate cover from:

1.) _____ 2.) _____
Principal

The signature below authorizes the PAR panel to review my performance evaluations and observe in my classroom prior to the PAR Panel interview.

Signature

Date

ADDENDUM TO CONTRACT

2014-15 Tentative Agreement signed on June 3, 2015

2015-16 Tentative Agreement signed on September 28, 2016

Classified Safety Article (signed on February 26, 2016 and incorporated into the Certificated Tentative Agreement on June 3, 2016)

Certificated Counselor Evaluation Form

TENTATIVE AGREEMENT BETWEEN CAUSE CERTIFICATED, CAUSE CLASSIFIED AND CUSD 2014-15

Except as modified below or previously tentatively agreed, the District and CAUSE agree to the continuation of the current collective bargaining agreement.

1. The salary schedules for certificated and classified employees shall be increased by four percent (4%) effective July 1, 2014. Effective on the date of the increased cost for health benefits in the policy year 2016-17, the District agrees to increase the salary schedule by the amount of the increased employee contribution as set out below. For example, if the increase in health care costs were to be \$160,000, an increase of \$80,000 will be made to the salary schedules. The method for placement on the salary schedules will be to divide 50% of the total increased cost for health benefits regardless of the plan chosen by the individual unit member. That 50% increase will be divided by the number of District FTE's and placed on each step of the salary schedules.
2. The health and welfare program shall be the 80-20 E plan (which includes medical, vision, and dental) offered by Anthem Blue Cross through SISC. For the policy year 2015-16 (80-20 E plan), the District will pay the full cost for the composite rate. /Future increases for the negotiated plan would be shared fifty-fifty beginning in the 2016-17 policy year. In other words, 50% of the increase would be paid by the District and 50% by the unit member. (To take advantage of the tax savings for health benefit payments, an IRC 125 will be made available for a unit member payments).
3. Salary increases above the employee contribution will be bargained on a yearly basis beginning no later than October of each year.
4. Contract reopeners for 2015-16 will include Article 6 (Compensation and Benefits), three (3) items from the Association, and three (3) items from the District.
5. In September of 2015-16, and in each following September, both the District and CAUSE agree to initiate bargaining with the intention of discussing the allocation of resources between salary and health benefits. This will allow our conversations to start in time to deal with future increases and the Affordable Care Act. The CUSD/CAUSE Health Committee shall be convened no later than October 1st of each year to address future options, including but not limited to high deductible options, health savings accounts, Opt-Out provisions, and alternative providers in light of the excise tax contained in the Affordable Care Act.

J. Chan
Sarah Paulhan

For the District

J. Chan
Sarah Paulhan

For District June 3, 2015

J. Chan
Felicity Moore
Kathleen Manos

Jeff Smith
Corey Robert
Manne M. Pascaud

Ms. S. M.
For CAUSE Certificated

Mr. H. H. H.
J. Chan

For CAUSE Classified

**TENTATIVE AGREEMENT REACHED IN MEDIATION FOLLOWING
FACT FINDING BETWEEN
CAUSE Certificated, CAUSE Classified and CUSD**

ARTICLE 4: Grievance

Will be amended to include a mediation step to be performed by the state mediation and conciliation service. The parties will pay the cost for their own representatives. Cost of the 1:1 mediator will split 50%/50%.

ARTICLE 6: COMPENSATION

15-16: 1% on schedule, effective April 1, 2016.

16-17 : 2% on schedule effective April 1, 2017 plus contingency increase.

Contingency for 16-17:

- For the purposes of the contingency increase the property tax estimate is \$19,937,460 (the "property tax baseline"). If the actual property taxes received by CUSD exceed the property tax baseline by \$200,000, 1% will be added to the salary schedule effective July 1, 2016.
- If the actual property taxes received exceeding the baseline by the district are more than \$200,000, 80% of the excess shall be converted to a salary increase to all employees effective July 1, 2016.
- If a salary increase is earned from this provision, the property tax estimate for 2017-18 shall be adjusted upward by the amount that actual property taxes exceed \$19,937,460.
- The parties agree to meet on or before May 1, 2017 to finalize the property tax receipts.

17-18: 1% on schedule, effective April 1, 2018 plus contingency increase.

Contingency for 17-18:

- For the purposes of the contingency increase the property tax estimate is \$20,698,802 (the "property tax baseline"). If the actual property taxes received by CUSD exceed the property tax baseline by \$200,000, 1% will be added to the salary schedule effective July 1, 2017.
- If the actual property taxes received by the district exceeding the baseline are more than \$200,000, 80% of the excess shall be converted to a salary increase to all employees effective July 1, 2017.
- The parties agree to meet on or before May 1, 2018 to finalize the property tax receipts.

Longevity (for certificated unit)

Longevity step at 25 years shall be increased from 3% to 6% effective 7/1/16.

Longevity step at 30 years shall be increased from 3% to 6% effective 7/1/16.

ARTICLE 13: Parental Leave (*Certificated*) – (*Article 12 Classified*)

The language of Article 13 will be modified to require CUSD to comply with the Parental Leave legislation (AB 375) which became effective 1/1/16.

ARTICLE 21: Terms of agreement (*Certificated*)

The term of the CBA is extended to June 30, 2018.

ARTICLE 28: TERMS OF AGREEMENT (CLASSIFIED)

The term of the CBA is extended to June 30, 2018.

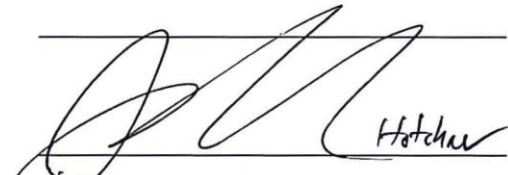
OTHER ITEMS:

- TAs for Safety and Hours are incorporated in this agreement.
- Mutually agreed upon but not formally TA'ed Counselor Evaluation tool is incorporated in this agreement.
- This concludes negotiations for 2015-16, 2016-17, and 2017-18.

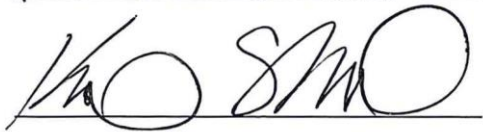
- The Parties may reopen articles for 2017-18 by mutual agreement.

For the Federation:

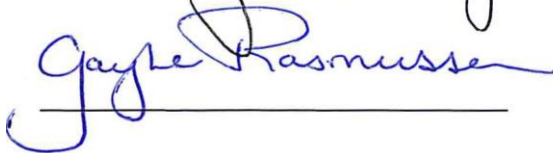
For the District:

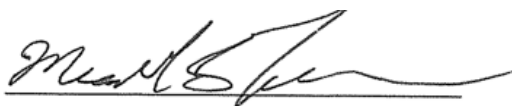

Felicity Moore

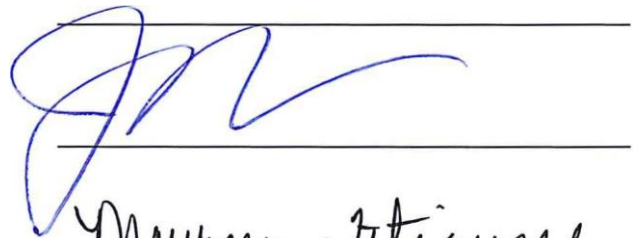
Diane M. Paradis


Rudy Saragosa

Gayle Rasmussen







Maureen Fitzgerald

Daniel F. [unclear]



ARTICLE 15: SAFETY

15.1 - The District is committed to employee safety and endeavors to provide all employees with a safe and healthy working environment. The District has the responsibility for the safety of employees.

15.2 - The District shall prepare, publish and post rules for safety and the prevention of accidents; provide protective devices where they are required for the safety of employees; and provide safe equipment where such equipment is required for the conduct of the District's educational program and the operation of schools.

15.2.1 The Superintendent or designee shall be responsible for the promulgation of District safety rules and procedures.

15.2.2 Employees shall be responsible for observing all safety rules and standards and shall promptly report to the direct supervisor in writing any alleged unsafe or unhealthy conditions found in District facilities.

15.3 - Unit members are to report any alleged unsafe or potentially unsafe conditions to their appropriate supervisor. Oral communications shall be confirmed in writing. Upon receipt of the unit member's written report of unsafe conditions, the Superintendent or designee will acknowledge in writing what action, if any, will be taken on the reported condition. Such response shall occur within five (5) workdays.

15.4 - First aid materials shall be available at all facilities maintained by the District.

15.5 - Any unit member who is threatened with bodily harm or who suffers bodily harm while fulfilling assigned duties shall, promptly report the threat or harm, followed when time permits, with a written report to the appropriate supervisor. The Superintendent or designee is authorized to initiate, when appropriate, legal proceedings against any individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises or while conducting authorized district business.

15.5.1 - When violations occur that endanger or threaten the safety or security of an employee, the supervisor shall immediately report the incident to the Superintendent or designee, who shall make necessary reports to law enforcement.

15.6 - Any unit member who is concerned about communications from students, parents, or community members either directly or by an "electronic act" that are potentially threatening or defamatory shall bring those communications to the attention of his or her appropriate supervisor, so that they may be evaluated in light of legal requirements for an appropriate response. An "electronic act" is defined as the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to a message, text, sound, or image or an online / electronic post.

15.6.1 - Due to the ever-changing nature of the electronic age in which we live, section 15.6 will be reviewed for relevancy on a yearly basis.

- 15.7 - Any supervisor who has knowledge of a threat of bodily harm to a staff member or group of staff members shall promptly notify said staff member(s) and take appropriate action to protect the employee(s). The supervisor will also take action to notify the Superintendent or designee.
- 15.8 - All employees shall take immediate action upon being made aware that any person is in possession of an unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/ her own judgment as to the potential danger involved and, based upon this analysis, shall do one of the following: confiscate the object and inform the appropriate supervisor or deliver it to the supervisor immediately, who shall take appropriate action and notify the Superintendent or designee.
- 15.9 - When absence is caused by an assault, a credible threat of an assault or injury that occurs within the scope of employment, the unit member shall be accommodated. The District shall grant the employee paid leave including but not limited to industrial or accident leave.
- 15.10 - Assaultive Behavior Training: Within two weeks (or as otherwise reasonably scheduled) of a unit member's assignment to work with students who have a history of assaultive behaviors, the unit member shall be trained in the management of assaultive behaviors. Should other unit members wish to be trained in the management of assaultive behaviors and the District agrees it would assist that unit members' job performance, the District will schedule and conduct the training as time permits.
- 15.11 - CAUSE shall appoint up to two members to serve on the District Safety Committee. The District Safety Committee shall distribute to all staff the minutes of safety meetings, which shall include the issues and steps being taken to achieve employee and student safety.

*Article 14 agreed upon by CAUSE Classified and CUSD this 26th day of February, 2016.

CAUSE

Rudy Sarayva
Bandy Bell
Gayle Rasmus
J. H. J. Hichner
Mike Tuman

CUSD

Armando R. Abbott
HS
Daniel F. Avast

*The safety article in the certificated contract is article 15.

**CARPINTERIA UNIFIED SCHOOL DISTRICT
CERTIFICATED COUNSELOR EVALUATION FORM**

Employee's Name: _____ School: _____

Evaluator's Name: _____ Employee's Assignment: _____

Employee's Credential: _____ Expiration Date: _____

All of the six identified counseling domains must be rated. Each domain will be evaluated on the supporting elements using the CUSD's Counseling Standards adapted from state and national school counseling associations. A "meets" rating for a given domain signifies that a counselor has demonstrated proficiency in a majority of the elements listed in the domain. An unsatisfactory evaluation is one that rates two or more domains as "Does not meet" or a single domain that is rated "Does not meet" over two consecutive evaluations.

☐

Meets

☐

Does Not Meet

I. Elements for Planning, Organizing, and Delivering the School Counseling Program

- 1.0 Assists in designing a guidance program to meet the needs of the school. N/A ____
 - 1.1 Provides direct student services, individual student planning and responsive services. N/A ____
 - 1.2 Consults with parents and other educators to share strategies that support student achievement and success. N/A ____
 - 1.3 Collaborates with parents, other educators and community resources to support student achievement and success. N/A ____
 - 1.4 Understands the role of the school counselor and the school counseling program in the school crisis plan. N/A ____
- _____
- _____
- _____

☐

Meets

☐

Does Not Meet

II. Elements for Implementing the School Guidance Curriculum by Using Effective Instructional Skills and Using Data to Assist Program Direction and Emphasis.

- 2.0 Uses data to develop a comprehensive guidance program that meets student needs. N/A ____

- 2.1 Indirect student services are provided on behalf of identified students: strategies to include referrals, consultations and collaboration. N/A ____
 - 2.2 Uses data to make schedule and program modifications. N/A ____
 - 2.3 Provides appraisal and advisement to assist all students with academic, career and personal/social planning. N/A ____
-
-
-

☐

Meets

☐

Does Not Meet

III. Elements for Implementing and Guiding Students, Parents, and Guardians Through the Development of Educational and Career Plans.

- 3.0 Helps students develop goals and planning skills. N/A ____
 - 3.1 Accurately interprets and presents relevant, helpful assessment data to assist in structuring educational programs. N/A ____
 - 3.2 Monitors student academic performance, attendance and behavioral data to inform school counseling program goals. N/A ____
 - 3.3 Develop and implement programs that increase interpersonal awareness, social skill, and effective interpersonal communication. N/A ____
-
-
-

☐

Meets

☐

Does Not Meet

IV. Elements of Effectively Using Individual and Small Group Counseling, Consultation, and Referral Skills.

- 4.0 Provides individual and group counseling to students with identified concerns and needs. N/A ____
 - 4.1 Refer students and parents to appropriate school and community resources to support student achievement and success. N/A ____
 - 4.2 Demonstrates understanding of and compliance with laws relating to privacy, student records, and child abuse. N/A ____
 - 4.3 Demonstrates cultural sensitivity to the needs of all students and their parents. N/A ____
-
-
-

☐

Meets

☐

Does Not Meet

V. Elements of Monitoring Student Progress

- 5.0 Works as necessary with support staff to implement monitoring systems appropriate to the individual school. N/A ____
- 5.1 Develops appropriate interventions for students and coordinates with teachers and others to monitor student progress. N/A ____
- 5.2 Assists with the development of required reports of student progress and school compliance. N/A ____
- 5.3 Address student outcomes in personal, social academic, and career development. N/A ____
-
-
-

☐

Meets

☐

Does Not Meet

VI. Elements for Advocating, leading, and Collaborating as a Systems Change Agent

- 6.0 Analyzes data on how time is used and adjusts programs delivery to meet student needs as demonstrated in school data. N/A ____
- 6.1 Promotes equity and access for every student. N/A ____
- 6.2 Uses data to develop curriculum, small group, and closing the gap plans for effective delivery of the school counseling program. N/A ____
- 6.3 Facilitate the development of a positive school environment that promotes active school engagement. N/A ____
- 6.4 Advocate for the safety and well-being of all students through prevention, intervention, and treatment. N/A ____
-
-
-

Overall Evaluation:

☐

Satisfactory

☐

Unsatisfactory

Comments/Address Commendations or Recommendations:

Employee's

--

acknowledgment: I acknowledge that this evaluation has been discussed with me; that I have been provided with written recommendations where improvement is indicated, but my signature does not necessarily indicate my agreement. I understand that I may attach a written response to this form within ten (10) working days from the date on which the report was received and that this response will become a permanent part of my personnel file.

Employee's Signature _____

Date _____

Evaluator's Signature _____

Date _____