ADULT EDUCATION MASTER AGREEMENT

BETWEEN

MANTECA UNIFIED SCHOOL DISTRICT

AND

MANTECA EDUCATORS ASSOCIATION/CTA/NEA

2012-2013 2013-2014 2014-2015

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ARTICL	E I – AGREEMENT	. 1
1.	Parties	. 1
2.	Authority	. 1
3.	Term	. 1
4.	Reopeners	. 1
ARTICL	E II – RECOGNITION	. 1
1.	Unit Description	. 1
2.	Coverage	. 1
ARTICL	E III – ASSOCIATION RIGHTS	. 2
1.	Use of Facilities	
2.	Contacting Employees	
3.	Representing Employees	
4.	Relevant Information	
5.	List of Employees	
ARTICL	E IV – DISTRICT RIGHTS	. 2
1.	Rights Retained	
2.	Rules and Regulations	. 3
ARTICL	E V – PROFESSIONAL DUES OR FEES AND PAYROLL	
	TIONS	.3
1.	Deductions	
2.	Association Membership Dues	
3.	Fair Share Service Fee Payers	
4.	Religious Objectors	
5.	Hold Harmless	
ARTICI	E VI – NONDISCRIMINATION	6
111(11(1)		• •
ARTICL	E VII – GRIEVANCE PROCEDURE	. 6
1.	Definitions	. 6
2.	Time Limits	. 7
3.	Threshold Time Limit	. 7
4.	Level One (Informal)	. 7
5.	Level Two	
6.	Level Three	. 8
7.	Level Four.	
8.	Cost of Hearing	
9.	Rights of a Teacher to Representation	
10.	Commencing at Level Three	
11.	Content of Written Decisions	
11. 12.		. 9

14.	Grievance Forms	10
15.	Presentation	10
16.	No Reprisals	10
ARTICL	E VIII – EVALUATION PROCEDURE	11
1.	Frequency of Evaluation	
2.	Cecklist Evaluation	11
3.	Prohibited Use of Certain Norms	
4.	Summary Evaluation Report	
5.	Form Changes	
6.	Additional Observations	
7.	Improvement Plan	
8.	Other Employees	
9.	Personnel Files	
10.	Public Charges	16
ARTICL	LE IX - DUE PROCESS FOR DISCIPLINE	16
ARTICL	LE X – SALARIES	
1.	Salary Increase	
2.	Step Placement	
3.	Payroll Deductions	19
ARTICL	E XI – HEALTH AND WELFARE BENEFITS	
1.	Coverage Provided	
2.	Change of Benefits	20
3.	Payments	21
4.	Internal Revenue Code 125 Plan	
5.	Cancellation	21
ARTICL	LE XII – LEAVES	21
1.	Sick Leave	
2.	Personal Necessity Leave	
3.	Maternity Leave	
4.	Paternity and Adoption Leave	
5.	Bereavement Leave	
6.	Imminent Death Leave	
7.	Industrial Accident and Illness Leave	
8.	Judicial and Official Appearance Leave	
9.	Association Leave	
10.	Special Purpose Leave	

ARTICL	E XIII - SAFETY	29
1.	Reports of Assaults, etc.	29
2.	Unsafe Conditions	29
3.	Personal Property Reimbursement	30
ARTICL	.E XIV - MILEAGE	30
1.	Mileage Reimbursement	30
2.	Accumulation of Mileage	
3.	Vehicle Use	
ARTICL	.E XV – CONTRACT CLAUSES	31
1.	Completion of Agreement	31
2.	Savings	
3.	Support of Agreement	31
4.	Application	31
5.	Subsequent Discussions	
ARTICL	.E XVI – TERM	32
ADTICI	.E XVII – PEER ASSISTANCE AND REVIEW PROGRAM	30
1.	Purpose	
2.	Definitions for Purposes of This Document	
3.	Governance and Program Structure	
<i>J</i> . 4.	Joint Panel Recommendations	
5.	Other Provisions	
A DOTICE	ENTIL CONCERTED ACTIVITIES	4.0
	LE XVIII - CONCERTED ACTIVITIES	
1.	Duty to Comply	
2.	No Strike or Lockout	
3.	Unit Member Violation	41
EXHIB	T A – CHECKLIST OBSERVATION FORM	
EXHIBI	T B – CHECKLIST SUMMARY EVALUATION REPORT	
EXHIB	T C – CALIFORNIA STANDARDS FOR THE TEACHING	
PROFE	SSION	
EXHIB	T D – CHECKLIST IMPROVEMENT PLAN	
EXHIB	T E – CHECKLIST IMPROVEMENT PLAN LOG OF ACTIVIT	IES
	T F – PEER ASSISTANCE AND REVIEW SAMPLE L REPORT	
EXHIB	T G – PEER ASSISTANCE AND REVIEW ACTIVITY LOG	

EXHIBIT H – APPLICATION FOR PEER ASSISTANCE AND REVIEW CONSULTING UNIT MEMBER POSITION

ADULT EDUCATION SALARY SCHEDULE 2009-2015

ARTICLE I – AGREEMENT

1. Parties

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Manteca Unified School District ("Board") and the Manteca Adult Education Bargaining Unit/Manteca Educators Association/CTA/NEA ("Association"), an employee organization.

2. Authority

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code ("Act").

3. Term

The term of the Agreement shall be three (3) years covering the period of July 1, 2012 through June 30, 2015. All provisions of the Agreement shall take effect upon ratification of both the District and Association unless otherwise specified.

4. Reopeners

For the 2012-2013, 2013-2014, and 2014-2015 school years, both the District and the Association agree to reopen for negotiations two articles of their choice as well as the articles of salary and benefits.

ARTICLE II – RECOGNITION

1. <u>Unit Description</u>

The Board recognizes the Association as the exclusive representative for the Adult Education Unit all currently contracted and actively-employed certificated employees in the classifications of classroom teachers in the Adult Education Program.

2. Coverage

This Agreement applies only to employees in the above-described representation unit.

ARTICLE III - ASSOCIATION RIGHTS

1. Use of Facilities

The Association may utilize the intra-district mails, employee mailboxes, District e-mail, and bulletin boards to communicate to employees.

2. <u>Contacting Employees</u>

Association representatives may contact employees at times that do not interfere with the employees' classroom instruction.

3. Representing Employees

The Association may represent employees in their employment relations with the District.

4. Relevant Information

The Association has the right to receive, upon request and without cost, copies of any and all non-confidential materials related to wages, hours, and other terms and conditions of employment which are relevant for the Association to fulfill its duties and obligations as the exclusive representative of employees covered by this Agreement.

5. <u>List of Employees</u>

- a. The Association shall be given a list of all unit members and their addresses each year on or before November 1st.
- b. Names of employees newly-hired shall be sent to the Association no later than the beginning of the fourth week of each quarter.

ARTICLE IV - DISTRICT RIGHTS

1. Rights Retained

All District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District except as specifically and expressly abridged by this Agreement.

2. Rules and Regulations

This District has the right to make rules and regulations pertaining to employees consistent with this Agreement.

ARTICLE V - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. <u>Deductions</u>

- The District agrees to deduct fees, including those required by Senate Bill
 1960, Government Code sections 3543 and 3546.
- b. With respect to all sums deducted by the District for membership dues or agency fees, the employer agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- c. The Association and District agree to furnish to each other any information needed to fulfill the provision of this Article.

2. Association Membership Dues

Any member of the Association or any unit member who has applied for membership may sign and deliver to the District an authorization for deduction of unified membership dues, initiation fees and general assessment in the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. In the event that a unit member fails to authorize payment of the above fees and dues through payroll deduction, the Association shall so inform the District and the District shall immediately begin automatic payroll deductions as provided in Education Code section 45061.

3. Fair Share Service Fee Payers

Any unit member who is not a member of the Manteca Educators Association (MEA), CTA/NEA, or who does not make application for membership within thirty (30) days of effective date of this section of the Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit following the effective date of this section of the Agreement, shall either become a member of the Association or pay to the Association a fee in an amount equal to the standard initiation fees, unified membership dues and general assessments. Such fee is payable to the Association by payroll deduction for such fee in the same manner as provided in Section 2 of this Article. In the event that a unit member shall not authorize payment through payroll deduction, the Association shall so inform the District, and shall immediately begin automatic payroll deductions as provided in Education Code section 45061 and in the same manner as set forth in Section 2 of this Article. There shall be no charge to the Association for such mandatory fair share service fee deductions.

4. Religious Objectors

- a. Any unit member who is a member of a religious body whose traditional teachings include objections to joining or financially supporting an employee organization shall be designated a "religious objector" and shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a fair share service fee, sums, equal to such fair share fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - (1) Boys & Girls Club of the community you live in.

(2) MEA Scholarship

(3) FACT – Foundation to Assist California Teachers (Disaster Relief Fund)

- b. To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption to the Association and to the District. If the unit member's request to be designated as a religious objector is accepted by the Association, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before October 31 of each school year unless other arrangements are made by the employee with the Association.
- c. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of fair share fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the account paid, date of payment, and to whom payment in lieu of the fair share fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as donation of used items. Such proof shall be presented on or before October 31 of each school year.
- d. Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used on her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

5. Hold Harmless

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred and the amount of any judgment rendered in defending against any court action

and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE VI - NONDISCRIMINATION

The Board shall not illegally discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, marital status, physical handicap, membership in any employee organization, or participation in the activities of an employee organization.

ARTICLE VII - GRIEVANCE PROCEDURE

1. Definitions

The following definitions control the meaning of the terms as used in this procedure:

- a. A "grievance" is an allegation by one (1) or more unit members that there has been a violation, misinterpretation, or misapplication of a provision(s) of this Agreement.
- b. The "grievant" is the unit member(s) or the Association filing the grievance. The Association shall be limited to four (4) grievances per fiscal year.
- c. The "immediate supervisor" is a building principal or administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
- d. A "party" is the grievant(s) and the District.
- e. A "day" for the purposes of this Article is any day on which the District administration office is open for business, except that any days during the Christmas or Spring vacations shall not count as such days.

2. Time Limits

- a. Time limits provided for at each level shall begin on the day following receipt of the written grievance, written grievance appeal, or written decision.
- b. The time limits may be extended by mutual agreement stated in writing.
- c. In the event a grievance is filed after April 15, the normal time limits may be reduced by mutual agreement.

3. Threshold Time Limit

A grievance (Level One) shall commence within fifteen (15) days of the event or incident giving rise to the grievance. The presentation of a grievance (Section 4 below) shall be accomplished within this time limit.

4. <u>Level One (Informal)</u>

Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with his/her immediate supervisor and to have the problem adjusted without involvement by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

The alleged violation may be discussed with the immediate supervisor with the objective of resolving the matter informally.

5. <u>Level Two</u>

If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file the grievance in writing, within five (5) days of the Level One meeting, simultaneously with the Association President and the immediate supervisor.

Within five (5) days after receipt of the written grievance, the immediate supervisor shall meet with the grievant and representative(s) of the Association (if desired by the grievant) in an effort to resolve the grievance. A written decision shall be rendered within five (5) days after the Level Two meeting.

6. <u>Level Three</u>

If the grievant is not satisfied with the disposition of the grievance at Level Two or if no written decision has been rendered within five (5) days after the Level Two meeting, he/she may appeal the grievance in writing to the Superintendent or designee simultaneously as above, within ten (10) days after the deadline for decision at Level Two. Within five (5) days after receipt of the written grievance by the Superintendent or designee, the Superintendent shall schedule a meeting with the grievant in an effort to resolve the grievance. A decision shall be rendered within ten (10) days after the Level Three meeting.

The Association may notify the District in writing that it believes an adjustment/decision is not consistent with the terms of this agreement, and such adjustment/decision may not be used as a precedent in construing the Agreement. Such notice shall be given within a reasonable time and will apply to this and previous levels of grievance only.

7. Level Four

If the Superintendent's response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to arbitration, provided the Association agrees. Such referral shall be made by written demand submitted to the Superintendent within fifteen (15) workdays of receipt of his/her decision. On receipt of the demand for such arbitration, the parties shall have five (5) workdays in which to agree on an arbitrator. If they fail to agree, the State Conciliation Service shall be requested to submit a list of five (5) arbitrators; each party shall strike two names from the list in alternative order. The determination of which party shall strike a name first shall be determined by lot. The decision of the arbitrator shall be advisory to the Governing Board except as stated below. At its next meeting, which is no less than five (5) working days following receipt of the arbitrator's decision, the Governing Board shall review a transcript of the proceeding with a view toward making its own findings and conclusions. The decision of the Governing Board shall be made at the next regularly scheduled meeting and shall be final.

The Governing Board may overturn a maximum of two (2) advisory decisions during the term of this Agreement. No binding arbitrator's award shall exceed \$25,000 cost to the District.

8. Cost of Hearing

The cost of arbitration, including transcript fees, shall be borne by the party receiving the unfavorable decision by the arbitrator. Split-decision cost shall be borne equally by both parties.

9. Rights of a Teacher to Representation

A grievant may be represented at all stages of the grievance procedure by himself/herself or, upon his/her request, with an association representative(s). In the event an association representative is not present, no resolution of the grievance shall be made until the Association has received a copy of the proposed resolution and had been given five (5) days to respond. As used in this Article, a limiting reference to a "representative" does not mean a non-District employee. Such person may be an additional representative.

10. Commencing at Level Three

If a grievance arises from action or inaction on the part of a member of the administration at the level above the principal or immediate supervisor, the grievant may submit such grievance in writing to the Superintendent or designee and the Association. If the superintendent or designee agrees to the waiving of Levels One and Two, the processing of such grievance will commence at Level Three.

11. Content of Written Decisions

Decisions rendered at Levels Two, Three, and Four of the grievance procedure will be in writing setting forth the decisions and reasons therefore and will be transmitted promptly to all parties and to the Association President. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties.

12. Release Time for Grievance Appearance

When it is necessary for a grievance representative(s) designated by the Association to attend a grievance hearing during the day, he/she will be released without loss of pay in order to permit participation in the hearing. Any unit member who is requested to appear at such hearings as a witness shall be accorded the same right.

13. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the primary personnel file of any of the participants.

14. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution to school sites and to the Association so as to facilitate operation of the grievance procedure. The forms shall be prepared by the District. Any changes in the forms shall be mutually agreed upon by the District and the Association. Although the issue may be narrowed, grievance documents filed at successive levels cannot expand the issues beyond those stated at Level Three.

15. Presentation

A unit member and/or his/her representative(s) may present a grievance while on duty. On all grievances no more than four (4) unit members may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. That approval shall not be unreasonably withheld.

16. No Reprisals

No reprisals of any kind shall be taken by the District against any grievant, any member of the Association or any other participant in the grievance procedure by reason of such participation.

ARTICLE VIII - EVALUATION PROCEDURE 1 2 Frequency of Evaluation 1. 3 Unit members with less than three (3) years' service in the Adult a. 4 Education Program in the District shall be given a final evaluation no less 5 than annually. 6 b. Other unit members shall be given an evaluation no less than every other 7 year. 8 2. **Checklist Evaluation** 9 **Developing Objectives** a. 10 Educational objectives will be reflected on the Checklist Observation 11 Form (See Exhibit A) and the Checklist Summary Evaluation Form 12 (See Exhibit B). The objectives will include references to the following: 13 (1) Standard I: Engaging and Supporting all Students in Learning 14 Standard II: Creating and Maintaining an Effective Environment (2)15 for all 16 (3) Standard III: Understanding and Organizing Subject Matter 17 Knowledge 18 (4)Standard IV: Planning Instruction and Designing Learning 19 Experiences for All 20 Standard V: Assessing Students for Learning (5)21 Standard VI: Developing as a Professional Educator 22 Selection of Elements b. 23 Elements of the evaluation will be stated on the Checklist Observation 24 Form (See Exhibit A) and Checklist Summary Evaluation Form (See 25 Exhibit B) and do not need to be otherwise selected. 26

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c. Formal Observation

- (1) Classroom observations shall be a minimum of thirty (30) minutes. A minimum of one (1) formal observations shall be conducted during each semester. Formal observations shall be recorded on the Checklist Observation Form (See Exhibit A).
- (2) The evaluator shall complete the Checklist Observation Form (See Exhibit A). Areas observed by the evaluator shall be checked as "Satisfactory" or "Needs Improvement". If an area is not applicable or is not relevant to the lesson "Not Relevant" is checked. Appropriate comments may be added by the evaluator prior to the post-observation conference.

d. <u>Post-Observation Conference</u>

Within five (5) working days of the observation, a copy of the observation form will be furnished to the unit member. This conference may be informal for a permanent unit member who has received an "Effective rating" on the previous Summary Evaluation Report, with mutual agreement between the evaluator and the unit member, if there are no observed weaknesses in the unit member's job performance.

- (1) At this conference, the evaluator shall document any observed strengths or weaknesses in the unit member's job performance. Methods and strategies to improve significant weaknesses shall be discussed by both parties and a written summary of this discussion shall be provided to the unit member within five (5) working days.
- (2) It is mutually understood by the District and the Association that the evaluator might not observe all areas of objectives on the checklist in one observation.

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e. Final Evaluation Conference

The primary evaluator shall hold a conference with the unit member and give the evaluatee a copy of the Checklist Summary Evaluation Form (Exhibit B) no less than thirty (30) calendar days prior to the end of the unit member's instructional year.

3. Prohibited Use of Certain Norms

The evaluation and assessment of a unit member's competence pursuant to Education Code Section 44662 shall not include the use of publisher's norms established by standardized tests.

4. <u>Summary Evaluation Report</u>

- a. A written Summary Evaluation Report of each unit member shall rate the unit member as specified on the Checklist Summary Evaluation Form.

 Written comments should be made for outstanding performance and for documenting other noteworthy comments.
- b. The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the unit member's personnel file.
- c. The evaluation form shall be signed, but such signature by the unit member does not constitute agreement with the judgment of the evaluator, nor does such signature of the unit member constitute agreement that procedures were properly applied.
- d. Information of a derogatory nature obtained prior to the employment of the unit member shall not be used in the evaluation process.
- e. All evaluation procedures shall conform to the provisions of this Agreement. These procedures and their applications only shall be subject to the grievance procedure.

5. <u>Form Changes</u>

The District and Association will mutually agree upon any change to forms used in the evaluation of unit members.

6. Additional Observations

A unit member is entitled to an additional classroom observation and/or conference upon request. Other observations or conferences may be scheduled upon mutual agreement.

7. <u>Improvement Plan</u>

- a. The purpose of an Improvement Plan is to provide an opportunity for a unit member to gain assistance to work toward improving weaknesses observed during the prior year's evaluation.
- b. In the event a unit member is not performing duties in an effective manner as evidenced by the Summary Evaluation Report, the primary evaluator shall notify the unit member in writing of such fact at the Summary Evaluation Conference, describe such unsatisfactory performance, and inform the unit member of the need for an Improvement Plan.
- c. The primary evaluator shall confer at the Summary Evaluation Conference with the unit member and develop an improvement plan that makes specific recommendations as to areas of improvement in the employee's performance and the means and methods by which this improvement may occur. These means and methods may include but are not limited to: workshops, classes, observations of or by other unit members, and/or PAR. Improvement strategies will be recorded on the Improvement Plan Form (Exhibit D). The primary evaluator shall institute the Improvement Plan at the start of the unit member's next instructional year.

d. As assistance is rendered, conferences shall be held as necessary between the primary evaluator and the unit member to assist the unit member in further correcting those deficiencies previously noted, and to determine the extent of such improvement. Either party may initiate such conferences. A reasonable amount of time must be permitted for suggested improvement to occur. The improvement activities shall be documented on the Improvement Plan, Log of Activities (Exhibit E).

Forms

Exhibit A: Checklist Observation Form

Exhibit B: Checklist Summary Evaluation Form

Exhibit C: California Standards for the Teaching Profession

Exhibits D & E: Checklist Improvement Plan and Log of Activities

8. Other Employees

As soon as possible after the observation, the principal shall discuss a written report of the observation with the teacher. The teacher shall be given a copy of the observation report at the time of the conference.

9. Personnel Files

- a. Unit members shall be given a copy of any materials to be placed in his/her personnel file. A unit member shall be given an opportunity to prepare a written comment on any evaluation or any other writing before it is placed in his/her personnel file. Those comments will be attached to the material placed in the personnel file.
- b. Every unit member shall have the right to inspect materials in his/her personnel file, upon request, in the presence of a designated representative of the Superintendent provided that the inspection is made at a time when such a person is free from required student contacts or

conference with administrators. The employee may be accompanied by a representative of the Association.

c. The certificated employees' personnel files shall be maintained at the District Office.

10. Public Charges

- a. If the administrator believes a complaint is serious enough to warrant any action affecting the unit member, a meeting shall be scheduled with the unit member for the purpose of explaining the action to be taken and the cause thereof. The administrator shall also request that the complainant put the matter in writing.
- b. If the unit member so requests, a good-faith effort will be made to provide a meeting with the complainant and the administrator.
- c. Once charges have been referred to an outside agency for investigation, paragraphs (a) and (b) above shall not apply.

ARTICLE IX - DUE PROCESS FOR DISCIPLINE

- 1. This Article provides due process for disciplinary actions outlined below. It does not affect other personnel actions (e.g. evaluation, teacher termination) which may be governed by the Education Code or other statutes nor shall it apply to the non-reelection/retention of probationary unit members.
- 2. Disciplinary action under this Article shall not exceed suspension without pay for ten (10) workdays.
- 3. The disciplinary action must be based upon just cause and according to the principles of progressive discipline. The steps listed below shall be followed in the progressive discipline process. However, steps may be skipped if the severity or nature of the offense justifies.

a. Oral warning

Oral warnings shall be the first step in all discipline procedures (except as noted above). No written record shall be placed in the unit member's District Office personnel file.

b. Written warning

Written warnings shall not be used under this article unless the unit member has been orally warned within the last twelve (12) months. Written warnings shall not be placed in the unit member's District Office personnel file.

c. Written reprimand

Written reprimands shall not be used under this article unless the unit member has received a written warning within the last twenty-four (24) months. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's District Office personnel file. The unit member may attach a rebuttal to the written reprimand at any time.

d. Suspension without pay

Suspension without pay shall not be used under this article unless the unit member has received written reprimand within the last thirty-six (36) months. No unit member shall be suspended more than ten (10) working days during the school year. In all instances, however, the length of the suspension shall relate to the severity of the action and suspension history of the unit member. Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member by the Superintendent.

4. Any proposed suspension of a bargaining unit member shall be preceded by written notice of the right to appeal said action by filing a grievance. However, such

grievance shall be filed within ten (10) working days of the date that the unit member was served with notice of the suspension. The grievance shall be filed with the Office of the Assistant Superintendent of Personnel.

- 5. There shall be no loss of pay to a unit member until after the completion of the grievance process if the action is challenged.
- 6. Except for determining whether there is just cause for suspensions, this Article shall be subject to grievance based on procedural violations only. However, a unit member may grieve whether a written reprimand is supported by just cause to the Superintendent or designee.
- 7. Nothing in this Article shall prevent the District from using evidence of disciplinary offenses more than thirty-six (36) months old to the full extent permitted by law in teacher termination proceedings under the Education Code.

ARTICLE X - SALARIES

1. <u>Salary Increase</u>

The following salary schedule shall apply to unit members effective July 1, 2009.

ADULT EDUCATION SALARY SCHEDULE 2009-2011

Effective Ju	ıly 1, 2009
Step I	\$28.67
Step II	\$29.44
Step III	\$30.18
Step IV	\$30.89
Step V	\$31.67

The Adult Education salary schedule will increase in the 2009-10 and 2010-11, school years by the change in funded adult education base revenue limit per ADA from 2008-09 to 2009-10 and 2010 to 2011 times the salary and fringes of the Adult Education unit members divided by the Adult Education total budget.

In addition, the District agrees, in the event that the District receives any adult education one-time unrestricted funds for the 2009-10, or 2010-11, school years, to meet and negotiate Adult Education's fair share.

2. Step Placement

- a. All employees hired will be placed on Step 1.
- b. "One Year" as used herein means two semesters of instruction within an instructional year.
- c. Employees who have completed one year of service during the school year shall be placed on Step 2.
- d. Advancement to the next step requires one year of service in the prior step and is accomplished at the start of the next school year following completion of that service.
- e. "One Semester" as used herein is defined by the adopted Adult School Calendar.
- f. Employees who leave Adult Education for not more than thirty-nine (39) months will retain their last step.

3. Payroll Deductions

The District shall make payroll deductions for withholding taxes, retirement, approved annuity plans, credit unions, or any other plan or program approved by the District.

ARTICLE XI - HEALTH AND WELFARE BENEFITS

1. <u>Coverage Provided</u>

a. Unit members may select coverage from available medical plans for the bargaining unit.