

## ARTICLE 19

### JUST CAUSE

- 19.1 No bargaining unit member shall be warned, reprimanded, disciplined, reduced in rank or suspended, with or without pay, without just cause and the utilization by the District of progressive correction and discipline.
- 19.2 All information or proceedings regarding any actual or proposed actions pursuant to this Article shall be kept confidential by management.
- 19.3 An Appraisal of Applicable Employment Standards and Consequences for non-compliance shall be provided to unit members prior to any progressive disciplinary action.
- 19.3.1 The Site Administrator and unit member shall meet to discuss the Appraisal of Applicable Employment Standards and consequences for non-compliance. A written conference summary of this meeting providing clarity of Expectations shall be provided to the unit member within five (5) workdays after the meeting.
- 19.4 The progressive discipline and correction process shall include, but not be limited to the following:
- 19.4.1 VERBAL WARNING
- After receiving an Appraisal of Applicable Employment Standards and Consequences for non-compliance, a verbal warning specifically addressing the unit member's failure to meet the employment standards and consequences for repeated non-compliance may be issued. A written conference summary of this meeting shall be provided to the unit member within five (5) workdays after the meeting.
- 19.4.2 WRITTEN WARNING
- After receiving a Verbal Warning, a Written Warning may be issued to a unit member for repeated non-compliance with the verbal warning issued for a similar action within the past two (2) years.
- 19.4.3 WRITTEN REPRIMAND
- After receiving a Written Warning, a Written Reprimand may be issued to a unit member who has received one (1) written warning about similar actions or infractions.
- 19.4.4 All progressive discipline shall be based on evidence or proof that demonstrates the action is more likely to have occurred than not.
- 19.4.5 In all cases where a bargaining unit member's job performance is at issue, the District shall provide a real and continuing program of positive assistance to the bargaining unit member to overcome the alleged deficiencies. Such positive assistance shall include, but not be limited to, in-service training, demonstration teaching and classroom visitations normally on District time at District expense.
- 19.4.6 At all written stages of the procedure, the bargaining unit member shall be notified in writing of their right to appeal the decision to Article 17, Grievance Procedure.

#### 19.4.7 PLACEMENT OF DOCUMENTATION

- (A) Documents generated from Appraisal of Applicable Employment Standards and Consequences shall be placed in the Administrator's site file and are not to be placed in the bargaining unit member's District personnel file.
- (B) Documents generated from a Verbal Warning shall be placed in the Administrator's site file and are not to be placed in the bargaining unit member's District personnel file.
- (C) Documents generated from a Written Warning may, at the Administrator's sole discretion, be placed in the bargaining unit member's District personnel file.
- (D) Documents generated from a Written Reprimand shall be placed in the bargaining unit member's District personnel file.

19.5 Nothing in this Article shall be construed to limit or in any way impair the rights of a bargaining unit member or the District under the Education Code including Section 44944 governing suspension and dismissals. No bargaining unit member shall be suspended more than five (5) working days during a single school year. No suspension shall occur prior to application of the progressive discipline and correction procedure set forth in paragraphs 19.3 and 19.4 above, except as provided in paragraph 19.7 herein. No suspension shall occur except after specific action of the Superintendent, or designee. Suspensions shall not be deemed appropriate in cases of purely incompetent job performance.

19.6 The Association shall be afforded the right to represent the bargaining unit member pursuant to the miscellaneous provisions of Article 17, Grievance Procedure. The bargaining unit member shall be notified by the District of their right to representation.

19.7 In cases of serious, intentional, negligent or indifferent conduct that displays a willful or deliberate violation of District policies or other significant and established employment standards of behavior or results in an imminent and serious risk to health or safety, the foregoing remedial steps need not be taken. The District may give a bargaining unit member a Written Reprimand or other disciplinary action per statute.

19.8 The parties to this Agreement recognize that emergency situations can occur involving a clear, present, and serious danger to the health and welfare of students and employees under which the Education Code authorizes the use of emergency suspension. An emergency suspension or letter of reprimand shall be handled by the District as a priority item. In cases of emergency suspension, the District shall serve notice and statement of charges upon the employee, who shall be entitled to respond to the charges supporting the emergency suspension.

19.9 A disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settle shall be reduced to writing. A bargaining unit member offered such a settlement shall be granted a reasonable opportunity to have their representative review the settlement before approving the settlement in writing.

19.10 The parties recognize that procedures related to dismissal are presently governed exclusively by the provisions of the Education Code.