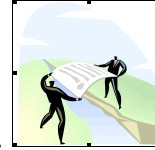




JUST THE FACTS...



The VTA/CTA/NEA 07-08 Bargaining Update  
Issue #13  
March 3, 2008

February 29, 2008 Session

Present for the District: Burton Crinklaw, John Niederkorn, Tom Davis, Kelley Birch, Bill Hausler (present for first half of session).

Present for the VTA: Tim Yearnshaw, Gary Masterson, Kent Puddy, Doug Appel (observer).

**The District presented changes to their Professional Ethics and Discipline proposal.** (see previous bargaining update to compare)

### PROFESSIONAL ETHICS AND DISCIPLINE

#### 23.1 Professional Ethics

The District expects unit members to comply with the Code of Ethics of the Education Profession (NEA), follow district policies and regulations and abide by state and federal laws. Unit member conduct should enhance the integrity of the District and advance the goals of the educational programs. Each unit member should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.

#### 23.2 Discipline

23.2.1 The District retains the right to take appropriate action to discipline unit members. Unit members shall be disciplined only for cause in accordance with due process and the principles of progressive discipline.

23.2.1.1 The District shall not be required to strictly implement each or every step of progressive discipline in every instance and may skip or repeat progressive discipline steps depending upon the seriousness or willfulness of the misconduct, and/or aggravating or mitigating considerations, as determined by the District.

23.2.1.2 This Article 23.2 shall not apply to the non-reelection of probationary certificated employees (Ed Code § 44929.21) or the release of temporary certificated employees (Ed Code § 44954).

23.2.2 The District shall notify the Association of any disciplinary action taken subsequent to an Informal Written Warning. Otherwise, all information and/or proceedings regarding any disciplinary action shall be deemed confidential by the District except as otherwise required by law.

23.2.3 The stages of the progressive discipline process are:

23.2.3.1 Informal Oral Warning: A unit member will usually be orally informed or reminded of the consequences of his/her conduct prior to issuing any corrective direction in writing.

- 23.2.3.2 *Informal Written Warning: A unit member will usually be provided an informal written warning of the consequences of his/her conduct prior to issuing any corrective direction in writing that would be considered an adverse action. If a written warning is issued, documentation will be provided to the unit member within five (5) workdays of its preparation.*
- 23.2.3.3 *Formal Written Warning: In the event of significant misconduct, a written warning notice may be issued to the unit member prior to issuing a formal written reprimand for placement in the unit member's personnel file. If a written warning is issued, documentation will be provided to the unit member within five (5) workdays of its preparation.*
- 23.2.3.4 *Formal Written Reprimand: In the event of serious, willful or persistent misconduct, a written reprimand may be issued to the unit member. If a written reprimand is issued, documentation will be provided to the unit member within five (5) work days of its preparation and a copy placed in the unit member's personnel file five (5) days thereafter.*
- 23.2.3.5 A unit member may attach his/her own statement to any documentation placed in his/her personnel file.
- 23.2.3.6 **Suspension Without Pay:** A unit member may be suspended without pay as a result of willful, serious or persistent misconduct. A suspension without pay shall not exceed five (5) workdays and shall not reduce or deprive the unit member of seniority rights or fringe benefits.
- 23.2.6 *Prior to implementing any suspension without pay pursuant to Article 23.2.3.5 above, the Superintendent or designee shall give notice to the unit member no less than five (5) days prior to the imposition of suspension. Such notice shall include:*
  - 23.2.6.1 A copy of this article.
  - 23.2.6.2 The proposed disciplinary action.
  - 23.2.6.3 A specific statement of the act(s) or infraction(s) upon which the disciplinary action is based.
  - 23.2.6.4 Where applicable, a statement of the rules, regulations or statutes which the unit member is to have violated.
  - 23.2.6.5 An opportunity for the unit member to meet with the Superintendent or designee to respond to the notice and explain why he/she should not be suspended without pay.

The notice shall be in writing and be served on the unit member in person or by United States registered mail addressed to the unit member at his/her address as recorded with the District
- 23.2.7 Any unit member is entitled to be represented by the Association at any state of disciplinary action.
- 23.3 Nothing in this Article shall be construed as precluding or otherwise limiting in any way whatsoever the District's right to evaluate unit members in accordance with Article 10, Procedures for Evaluation.
- 23.4 Nothing in this Article shall be construed as precluding or otherwise limiting in any way whatsoever the District's right to suspend or dismiss a certificated employee in accordance with the California Education Code.

**The District proposed no change in their management rights proposal from the previous session.** (see previous bargaining update)

**The District proposed no change in their secondary student contact proposal from the previous session.**  
(see previous bargaining update)

**The District proposed no change in their elementary prep time proposal from the previous session.** (see previous bargaining update)

**The District continued their proposal for a uniform calendar for the District.**

**The District proposed no change in their total compensation offer of a 4.5% across the board increase from the previous session.**

**The District and the Association spent much of the session discussing all aspects of their current proposals. Both sides expressed a desire for continued negotiations and work towards resolution for a successor contract agreement.**