

ARTICLE 17: DUE PROCESS/JUST CAUSE

17.1 DUE PROCESS

17.1.1 The District shall not dismiss any unit member without fulfilling all appropriate provisions of the California Education Code.

17.2 JUST CAUSE

17.2.1 The District has the right and the responsibility to take appropriate action to discipline unit members for just cause which shall include, but not be limited to, instances of unprofessional conduct or violation of, or refusal to obey the school laws of the state or reasonable regulations prescribed for the governance of the public schools by the State Board of Education or by the Governing Board or by the School District, or by reasonable school level administrative rules.

17.3 DUE PROCESS (PROGRESSIVE DISCIPLINE PROCEDURES)

17.3.1 Verbal Warning

A verbal warning shall not be used unless the unit member has first been made aware of the performance standard. The unit member shall receive a written summary of the verbal warning and may request a meeting to discuss its content. Verbal warnings shall not be placed in the unit member's personnel file unless a written reprimand is later issued. Exceptions to a verbal warning may be made when safety and legal compliance issues are involved.

17.3.2 Written Warning

A written warning shall not be used unless the unit member has been given at least one (1) verbal warning about similar actions within the past twelve (12) calendar months. Written warnings shall not be placed in the unit member's personnel file unless a written reprimand is later issued. The unit member shall sign and date a receipt that he/she has received a written warning.

17.3.3 Written Reprimand

Written reprimands shall not be used unless the unit member has received a written warning about similar actions within the previous twelve (12) calendar months. At this point, the counseling conference/verbal with written summary and/or conference/written warning documentation may be attached to the written reprimand as examples. The unit member shall sign the reprimand to acknowledge receipt, and a copy shall be placed in the unit member's personnel file.

17.3.4 Suspension

Except as noted in 17.3.5, a suspension shall not be imposed unless the unit member has received a written reprimand during the previous twelve (12) calendar months. No unit member shall receive more than three (3) days, without pay, for the first suspension. Thereafter, suspensions shall not exceed six (6) days, without pay, per suspension.

In all instances, the length of the suspension shall relate to the severity of the incident and the unit member's overall disciplinary record.

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17.3.5 The Superintendent may suspend an employee pending Board or legal action when, in the opinion of the Superintendent, continuation of the unit member in his/her position would present a clear danger to the students, staff, property, or reputation of the District, or to the unit member.

17.4 SUSPENSION PROCEDURES

17.4.1 The Superintendent, or designee, shall give written notice to the unit member of the District's intent to suspend the unit member.

17.4.2 The notice shall include the cause(s) on which the suspension is to be based, the date(s) on which the suspension shall take place, a statement that the unit member has a right to discuss the proposed suspension with the Superintendent or designee prior to the suspension, and a proposed date, time and place for such pre-suspension discussion.

17.4.3 The unit member shall have five (5) working days in which to respond to the notice of suspension. If the unit member does not respond, the District will schedule the suspension and provide notice thereof to the unit member. The unit member's response to the notice of suspension, if any, shall confirm the proposed date and time for the pre-suspension discussion or waive such discussion. The pre-suspension discussion, unless waived, shall take place within five (5) school days from the date of the notice.

17.4.4 The unit member shall be given the opportunity to present facts and arguments regarding the proposed suspension and to be represented at the pre-suspension discussion.

17.4.5 The Superintendent or designee shall inform the unit member of the decision to suspend or not to suspend within three (3) working days from the date of the pre-suspension discussion or after five (5) days from the date of the notice of suspension if the unit member did not respond.

17.4.6 The District shall schedule the suspension.

17.5 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code 44932 and 44944.