

**San Diego Education Association
Proposal To The
San Diego Unified School District
Successor Collective Bargaining**

SDEA Proposal Passed September 7, 2017

District Counter Proposal Passed September 21, 2017

On October 19, 2017, SDEA Re-passed their September 7, 2017 proposal as part of a package

District Proposal Passed November 28, 2017

SDEA Proposal re-passed February 15, 2018

District Proposal passed February 22, 2018

SDEA Proposal Passed March 1, 2018

**ARTICLE 33 – ~~LETTERS OF REPRIMAND & SUSPENSIONS~~
DISCIPLINE**

Section 33.1: PURPOSE

The intent of this Article is to establish a process for progressive actions which may lead to a letter of reprimand, or to a suspension to which this Article applies.

Section 33.2: LETTERS OF REPRIMAND

33.2.1. The steps set forth below will be followed with respect to unit members whose performance or conduct warrants action by his/her supervisor. Reasons for a letter of reprimand include, but are not limited to, unsatisfactory performance, unprofessional conduct, and persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the governing board of the school district.

33.2.1.1. Verbal warning (Oral only, not provided in writing)

33.2.1.2. Written warning (Maintained in unit member's site or program personnel file)

33.2.1.3. Letter of Reprimand (Maintained in unit member's district personnel file)

The supervisor shall have the discretion to determine the number of verbal and written warnings prior to issuing a written reprimand.

33.2.2. In cases of egregious conduct, the supervisor may issue a letter of reprimand without previously having issued either a verbal or written warning.

33.2.3 Written reprimands covered by the Article shall be subject to the grievance procedure.

~~Section 33.23: SUSPENSIONS~~

~~33.3.1. The suspension procedures in this Section are adopted pursuant to Government Code Section 3543.2. These procedures exclusively govern unit member suspensions without~~

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pay up to fifteen (15) days. Nothing herein shall be construed to deny to the Board of Education rights prescribed by law.

~~33.3.2. Unit members may be suspended for any of the reasons set forth in the Education Code Section 44932. These reasons include, but are not limited to: unsatisfactory performance, unprofessional conduct, and persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the governing board of the school district.~~

~~33.3.3. Except in cases of egregious conduct by a unit member, before a unit member is recommended for suspension he/she shall have been apprised of his/her performance deficiencies by each of the following methods: one verbal warning, one written warning, and one letter of reprimand.~~

~~33.3.4. Unit members to be suspended shall be provided a written statement of the charges forming the basis for the suspension.~~

Section 33.34: EXCLUSIONS

~~33.34.1. This Article does not apply to or impose conditions for the dismissal of unit members or the non-reelection of probationary unit members. This Article also does not apply to the issuance of notices of unprofessional conduct or the issuance of notices of unsatisfactory performance relating to dismissals or relating to suspensions not covered by this Article. These matters shall be governed exclusively by the Education Code.~~

~~33.34.2. Written reprimands and suspensions covered by this Article shall be governed by the Education Code. Unit members retain their right to demand a hearing to contest the suspension. The District may implement the suspension prior to any hearing or appeal. Suspensions are not be subject to the grievance procedure. **If the Administrative Law Judge (ALJ) determines that all or part of the suspension was not justified, applicable backpay shall be provided to the member.**~~

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