

## **ARTICLE 22 – STATE SPECIAL SCHOOLS**

### **22.1.3 Discipline and Discharge – Special Schools (Unit 3)**

#### **A. Purpose**

The purpose of this Article is to provide a prompt and efficient procedure for the imposition of employee discipline and discharge.

#### **B. Applicability**

1. This Article shall only apply to permanent tenure and pre-tenure exempt employees (hereafter employee) of the CDE, Special Schools.
2. Appealable disciplinary action is defined as dismissal, demotion, or suspension without pay for more than six (6) calendar days or its equivalent as a reduction in pay.
3. This Article shall not apply to the decisions to grant or deny tenure.

#### **C. Discipline Procedure**

1. Discipline shall only be imposed for cause. “For cause” means a legitimate non-arbitrary reason for dismissal, demotion, suspension without pay, or reduction in pay as defined by B (2) above.
2. The parties recognize that situations arise where circumstances necessitate the immediate removal of the person from the work area for reasons related to the safety of persons or property, disruption of program or operations, or investigation for any disciplinary action or commission of a crime. The appointing power may place an employee on a leave of absence with or without pay for a period not to exceed sixty (60) days in circumstances described above.

If discipline is not taken on or before the date such leave is terminated, the leave shall be with pay. If disciplinary action is taken on or before the date such leave is terminated, the disciplinary action may be taken retroactive to any date on or after the date the employee was placed on leave. Notwithstanding any other section of this Article, disciplinary actions under such circumstances shall be valid if written notice is served upon the

employee not later than seven (7) calendar days after the employee is notified of the disciplinary action.

3. The department head or designee shall initiate any disciplinary action as specified in this article by written notice of disciplinary action served in person or served by certified mail, return receipt requested, to the employee's last known address as listed in the employee's official personnel file. The notice of disciplinary action shall include:

- a. A statement of the nature of the disciplinary action;
- b. The effective date of the disciplinary action;
- c. A statement in ordinary and concise language of the acts or omissions upon which the disciplinary action is based;
- d. A statement advising the employee of the right to answer the notice orally or in writing;
- e. A statement advising the employee of the time within which an appeal must be filed; and
- f. A statement advising the employee of the employee's right to a representative of the employee's choice.

4. At least seven (7) calendar days prior to the effective date of any disciplinary action as defined in C(3) above, and at the request of the employee, the department head or designee and the affected employee and the employee's representative, if any, shall meet to review the notice of pending disciplinary action. The employee may respond orally or in writing. A written response shall be directed to the department head or designee within seven (7) calendar days of the meeting or within ten (10) calendar days if no meeting is held. Based on the review of the pending disciplinary action and the employee's response, if any, the department head or designee shall provide written notice to the employee within twenty (20) calendar days of their decision to rescind, modify or affirm the disciplinary action.

D. Disciplinary Action Appeal Process

No later than twenty (20) calendar days after receipt of the notification to impose disciplinary action, an employee may appeal the disciplinary action to the SPB. A hearing shall be conducted by an SPB hearing officer. The hearing shall be conducted in accordance with existing law as set forth in Title II of the California Administrative Code. The proposed decision of the SPB hearing officer shall be subject to review by the SPB, which shall render a final and binding decision.

#### E. Right to Representation

When an appointing power's representative has a conference with an employee where at the time the meeting is convened, the employee is the focus of a possible disciplinary action, the employee is entitled, upon request, to an SEIU representative or support person and, if needed, reasonable accommodations, as defined by the Americans with Disabilities Act. Non-availability of the representative, or support person, for more than two (2) workdays shall not delay the conference. However, this right shall not extend to routine business communications such as, but not limited to, performance evaluations, training, job audits, counseling sessions or work related instructions.

### **22.2.3 Academic Year – Special Schools (Unit 3)**

- A. In the State School for the Blind, Fremont, and in the State Schools for the Deaf, Riverside and Fremont, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty. The academic calendar for exempt staff in the classification of Teacher shall be one hundred eighty-four (184) workdays, of which up to one hundred seventy-six (176) shall be student contact days. The academic calendar for exempt staff in the classification of Teacher Specialist shall be one hundred ninety-four (194) workdays.
- B. In the Diagnostic Centers at Fremont, Fresno, and Los Angeles, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be

present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty, and shall be two hundred nine (209) workdays.

- C. The Superintendent of a State Special School shall obtain input from exempt staff during the development of the proposed academic calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the special school shall notify the teachers and obtain input.

### **22.3.3 Work Assignment Notification – Special Schools (Unit 3)**

Management of the CDE Special Schools shall endeavor to inform its teachers of the next year's work assignment prior to the end of the spring semester. If any change in assignment becomes necessary, the CDE shall endeavor to notify the affected teachers as soon as the necessity for change is known. Where changes are made, the employee will be provided a specific written explanation of the need for such change.

### **22.4.3 Personal Leave Days – Special Schools (Unit 3)**

- A. Upon completion of six (6) pay periods, employees shall be eligible for up to two (2) personal days which may be used during the academic year or extended school year.
- B. Personal leave days may be approved for use during the school year or extended school year. A personal leave day may be disapproved if the operating needs of the school prevent such leave.
- C. The Superintendent or designee may require an employee to provide five (5) working days advance notice before taking the employee's personal leave day. A personal leave day may be granted with less than five (5) working days' notice.
- D. A maximum of two (2) personal leave days may be carried over from one school year to the next. An employee may carry no more than four (4) personal leave days at any given time.
- E. Employees who have not used the employee's personal leave days upon termination of employment or retirement will receive cash payment.

- F. Employees may transfer personal leave days in accordance with the provision of Article 8 and the other provisions contained in Article 22.

### **22.5.3 Extra Duty Assignment – Special Schools (Unit 3)**

- A. Exempt teachers at the Special Schools of the Department of Education in Unit 3 may be required to serve in extracurricular supervisory or advisory assignments at athletic events, dances, plays, and other after school and evening school-sponsored events for the benefit of students, the curriculum, and job effectiveness with no additional compensation.
  - 1. The school superintendent or designee(s) will endeavor to equitably assign the above activities according to the needs of the school.
  - 2. A listing of anticipated activities and the number of people required to cover the activities will be distributed to the faculty no later than the beginning of the school year.
  - 3. The listing of activities and the number of people required for each activity will be updated as soon as possible to reflect any changes that may occur during the school year.
  - 4. Teachers will be assigned to activities according to the employee's stated preferences, whenever possible.
- B. Exempt Special School teachers of the Department of Education who are required to perform coaching duties in athletic or drama events or the yearbook will receive a coaching differential in accordance with the schedule listed in 22.10.3. The coaching differential shall be subject to the following conditions:
  - 1. The school superintendent or designee(s) shall select the coaches and the maximum number of head coaches and assistant coaches receiving the coaching differential;
  - 2. A coaching assignment may be terminated at any time by the school superintendent or designee;
  - 3. The coaching differential shall be paid to the exempt teachers at the conclusion of the coaching activity;

4. Exempt teachers who are assigned coaching duty and perform for less than an entire season, shall receive the coaching differential on a pro rata basis;
  5. Special School exempt teachers who receive the coaching differential are not entitled to overtime, or any other premium pay;
  6. Coaching position vacancies will be advertised.
- C. Nothing in this section shall prevent any school employee from volunteering the employee's services.
- D. This section shall not be considered "compensation" for purposes of retirement.

### **22.6.3 Tenure – Special Schools (Unit 3)**

#### **A. Definitions**

1. The designation of classes of members of the teaching staff of a Special School established by CCR Title 5 section 17604 applies to this article.
2. "Tenure" is the right, under the provisions of this article, of an employee to continue full-time employment as a teacher at a particular special school, subject to resignation, dismissal, suspension, or other disciplinary action for cause. A Teacher, Specialist, may acquire tenure only as a teacher.
3. A "pre-tenured employee" is a school term employee at a particular special school who does not have tenure.
4. A "tenured employee" is a person who has tenure.
5. "Full-time service" means full-time service as one of the following:
  - a. A school term employee for ninety percent (90%) of the teacher work days in one school term applicable to the employee.
  - b. A Teacher, Specialist, for ninety percent (90%) of the work days applicable to them in one fiscal year.

#### **B. Acquisition of Tenure**

Tenure is acquired by meeting all of the requirements specified in any one of the following subsections:

1. Full-time service as a pre-tenured employee at one special school in one or more classes of employees for three (3) successive school terms or fiscal year, as applicable; and commencement of service upon reappointment for full-time

service at that school for the next school term or fiscal year, as applicable. The tenure is in that school.

2. Voluntary transfer, including transfer in lieu of layoff, of a tenured employee at one special school to another special school for the same type of student; full-time service for one school term, or fiscal year, as applicable, immediately following the transfer, in the special school to which the employee so transferred; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. At the date of commencement of service for the second school term, or fiscal year as applicable, at that school, the transferee shall lose tenure at the school from which the employee transferred and shall have tenure at the school to which the employee transferred.
3. Transfer of a pre-tenured employee from a special school to a newly established special school for the same type of student; rendition of full-time service for three (3) successive school terms or fiscal years, as applicable, at either or both of such schools, and commencement of service under appointment for full-time service at the newly established school for the next school term or fiscal year, as applicable. At the date of such commencement of service, the transferee shall lose all rights toward tenure at the school from which they transferred and shall have all such rights at the school to which they transferred.
4. Full-time service in a special school by a pre-tenure employee for at least one school term or fiscal year, as applicable; transfer to an existing special school and rendition for full-time service therein for two (2) successive school terms or fiscal years, as applicable; and commencement of service therein under a reappointment for full-time service at that school for the next school term or fiscal year, is applicable. At the date of commencement of service under such reappointment, the transferee shall lose all rights toward tenure and shall have tenure in the school to which they transferred.
5. A pre-tenured employee's probationary period may be extended by the superintendent for at least an additional year when the pre-tenured employee is absent from work for

a semester or more when the pre-tenured employee is unable to obtain an appropriate special education credential within the three (3) year pre-tenured period.

C. Reappointment and Notice of Intention Not to Reappoint

A pre-tenured employee shall be deemed to be reappointed for the school term or fiscal year, as applicable, succeeding the school term or fiscal year in which the employee is serving, unless by March 15, the superintendent of the school gives the employee notice that the employee will not be appointed. The notice shall be in writing, signed by the superintendent of the school, and given in either of the following ways:

1. Mailed, by certified mail, return receipt requested, to the employee at the employee's last known address as listed in the employee's official personnel file.
2. Delivered to the employee in person and the employee's written receipt of the notice secured. If the employee refuses to sign the receipt of notice, an affidavit of service made by the person delivering the notice and filed with the superintendent of the school shall be deemed the equivalent of acknowledgement of receipt of notice. Notwithstanding any provision of this section to the contrary, no person shall be deemed to be appointed or to have been awarded tenure because notice is not given or received by the time or in the manner prescribed in this section. Should it occur that no notice is received by the times prescribed in this section, it is the duty of the employee concerned to take inquiry to determine the ultimate decision of the school.

D. Evaluation of Pre-Tenured Employee

An exempt employee denied tenure may grieve the denial through the third step of the grievance procedure which shall be the final step of appeal.

**22.8.3 State Special Schools- Family Crisis Leave Bank (Unit 3)**

- A. Effective within thirty (30) days of ratification of this Agreement by both parties, the CDE shall establish a Family Crisis Leave Bank for Bargaining Unit 3 employees at the State Special Schools and Diagnostic Centers.
- B. The Bank shall consist of sick leave credits donated by Unit 3 employees at the State Special Schools and Diagnostic Centers. An employee may donate one (1) accrued day of sick leave



between September 1 and September 15 of each fiscal year, provided that the employee retains a minimum of twenty (20) accrued days of sick leave after donating. Donations shall be made on a form to be supplied by the CDE, signed by the donating employee, and verified by the CDE. An exception to this section B shall be made as follows:

1. Unit 3 employees at the State Special Schools and Diagnostic Centers shall be allowed to donate during the thirty (30) day period following ratification of this Agreement in order to establish the Bank. In the event that an official application form may not be available during this specific thirty (30) day period, the CDE shall accept a written document from a prospective donor that includes the donor's printed name, signature, date, work location, classification, social security number, and permission to deduct one day of sick leave from the employee's accrued sick leave balance.
- C. Once the Bank is exhausted, no more leave credits shall be added to the Bank until the donation period in the following fiscal year.
- D. If the Bank is not exhausted, by June 30 in a fiscal year, any remaining donated days of sick leave shall remain in the Bank and any balance will be carried over into succeeding years and shall not be returned to the donors.
- E. For every day of sick leave donated to the Bank, one (1) day of sick leave will be created in the Bank and be subject to withdrawal by Bargaining Unit 3 employees at the State Special Schools and Diagnostic Centers.
- F. In order to be eligible to withdraw leave credits from this Bank, the employee must face financial hardship due to an injury or prolonged illness or the injury or prolonged illness of an eligible family member. Pregnancy, childbirth, and baby bonding are not considered an injury or illness. Eligible family members are defined as: the employee's spouse, child, parent, domestic partner (as defined in accordance with Family Code section 297), brother, sister, spouse's or domestic partner's parent, or other person residing in the immediate household.
- G. Requests for Bank withdrawals shall be limited to three (3) days of leave credits per application. Employees may submit more than one application per injury/prolonged illness. Applications for withdrawal of leave credits from the Bank shall be made on a form supplied by the CDE, and shall be signed by the requesting

- employee. If the employee is medically incapacitated, the CDE shall have the discretion to accept an application from another person applying on behalf of the employee. An original physician's verification describing the nature of the illness or injury and the estimated duration of the illness or injury must be attached to the application.
- H. By September 30 of each fiscal year, the CDE shall notify in writing the Bargaining Unit 3 Negotiations Committee Chairperson of the amount of leave credits in the Bank that were not used by employees in the prior fiscal year, the amount of leave credits established in the Bank for the current fiscal year, and amount, if any, withdrawn between September 15 of the current fiscal year and the date of the notification.
  - I. This article is not applicable to substitute teachers.
  - J. Grievances regarding this article can not be appealed beyond the CDE level.
  - K. The department will create four (4) Family Crisis Leave Banks  
CSBF (California School for the Blind in Fremont)  
CSDF (California School for the Deaf in Fremont)  
CSDR (California School for the Deaf in Riverside)  
Diagnostic Centers; North, South and Central

### **22.9.3 Salary Schedule (State Special Schools and Diagnostic Centers) (Unit 3)**

Each state special school and diagnostic center shall adopt and cause to be printed and made available to each certified employee, a schedule of salaries to be paid. The salary schedule will be made available at the beginning of each school year or at the time of hire. All such salary schedules, recruitment and retention differentials and coaching stipends shall also simultaneously be provided to SEIU Local 1000, from each special school and from each diagnostic center, and shall be made available to the Union whenever any salary schedule is changed.

### **22.10.3 Coaching/Advisor Stipend (Unit 3)**

Effective the pay period following ratification by both parties, pursuant to section 22.5, paragraph B the CDE may establish coaching and advisor positions and provide additional compensation as listed below to FLSA exempt employees assigned to WWG SE/E while performing

coaching/advisor functions which clearly exceed the normal demands of an employee's classification/position.

Class A - \$4,300

Football – Varsity Head Coach – California Schools for the Deaf

Class B - \$3,600

Basketball – Varsity Head Coach, Boys – California Schools for the Deaf

Basketball – Varsity Head Coach, Girls – California Schools for the Deaf

Track – Head Coach, Boys - California Schools for the Deaf

Track – Head Coach, Girls - California Schools for the Deaf

Wrestling – Head Coach - California Schools for the Deaf

Football – Junior Varsity Head Coach - California Schools for the Deaf

Drama – Head Coach - California Schools for the Deaf

Baseball – Varsity Head Coach - California Schools for the Deaf

Softball – Varsity Head Coach - California Schools for the Deaf

Fall Traditional Cheer – Varsity Head Coach – California Schools for the Deaf

Winter Competitive Cheer – Varsity Head Coach – California Schools for the Deaf

Soccer – Varsity Head Coach - California Schools for the Deaf

Class C - \$2,750

Cross Country – Head Coach – California Schools for the Deaf

Swimming – Head Coach – California Schools for the Deaf

Badminton Special Olympics – Head Coach – California Schools for the Deaf

Basketball – Junior Varsity Head Coach, Boys – California Schools for the Deaf

Basketball – Junior Varsity Head Coach, Girls – California Schools for the Deaf

Volleyball – Head Coach – California Schools for the Deaf

Football – Assistant Coach – California Schools for the Deaf

Wrestling – Assistant Coach – California Schools for the Deaf

Track – Assistant Coach, Boys – California Schools for the Deaf

Track – Assistant Coach, Girls – California Schools for the Deaf

Golf – Head Coach – California Schools for the Deaf

Strength and Conditioning – Head Coach\_

Drama – Assistant Coach – California Schools for the Deaf

Fall Traditional Cheer – Junior Varsity Head Coach – California Schools for the Deaf

Winter Competitive Cheer – Junior Varsity Head Coach – California Schools for the Deaf  
Academic Bowl – Coach  
Soccer – Junior Varsity Head Coach – California Schools for the Deaf

Class D - \$2,200

Cross Country – Assistant Coach – California Schools for the Deaf  
Swimming – Assistant Coach – California Schools for the Deaf  
Basketball – Assistant Coach, Boys – California Schools for the Deaf  
Basketball – Assistant Coach, Girls – California Schools for the Deaf  
Volleyball – Assistant Coach – California Schools for the Deaf  
Baseball – Assistant Coach – California Schools for the Deaf  
Softball – Assistant Coach – California Schools for the Deaf  
Fall Traditional Cheer – Assistant Coach – California Schools for the Deaf  
Winter Competitive Cheer – Assistant Coach – California Schools for the Deaf  
Golf – Assistant Coach – California Schools for the Deaf  
Soccer – Varsity Assistant Coach – California Schools for the Deaf  
Soccer – Junior Varsity Assistant Coach – California Schools for the Deaf  
Track – Coach – California School for the Blind  
Strength and Conditioning – Assistant Head Coach  
Swimming – Coach – California School for the Blind  
Goalball – Coach – California School for the Blind  
Beep Baseball – Coach – California School for the Blind  
Beep Kickball – Coach – California School for the Blind  
Music – School for the Blind, Fremont

Class E - \$1,650

Class Advisor