

ARTICLE XX
PROGRESSIVE DISCIPLINE

Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to proceedings under the California Education Code.

A. Purpose

1. This article is to establish just cause and due process for disciplinary actions affecting bargaining unit members up to short- term suspensions without pay.
2. No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without "just cause." Any discipline issued shall not be predicated upon information or material of a derogatory or critical nature which has been received by the principal/designee from students, parents and/or citizens unless appropriate complaint procedures outlined in Board Policy/Administrative Regulation have been followed and claims are substantiated.
3. The parties endorse the utilization of this Agreement and the contractual grievance proceedings. Any alleged misconduct, which can be remedied by progressive discipline must be remedied in accordance with this Agreement.
4. District action to terminate employment remunerated for additional services for which members get extra pay as specified in this Agreement shall not be reviewable under this article unless such termination is for a disciplinable offense.

B. General Provisions

1. Upon request, bargaining unit members have the right to secure and utilize Association representation for any disciplinary considerations.
2. Bargaining unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.
3. The bargaining unit member shall acknowledge receipt of all documents intended for placement in their personnel file. The unit member's acknowledgement shall not be deemed to indicate their agreement with the contents of the document.

C. Levels of Progressive Discipline

1. Informal Level: The parties agree that disciplinary questions and/or issues are best resolved by means of objective discussion between supervisors and bargaining unit members. This is the first step prior to formal discipline.
2. Written Warnings: Written warnings issued to the bargaining unit member constitute the first level of formal discipline.

3. Written Reprimand: Written reprimands for placement into the bargaining unit member's personnel file constitute the second level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.
4. Suspensions without Pay: A second written reprimand for placement into the bargaining unit member's personnel file, or suspensions without pay (not to exceed fifteen [15] working days), shall constitute the third level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.
5. Implementation: While progressive discipline levels may not be bypassed arbitrarily or capriciously, it is mutually recognized that certain conditions warrant full or partial bypass of such levels.
 - a. The District retains its right to suspend with pay in accordance with the California Education Code. In the event the District subsequently seeks to invoke formal discipline under grounds covered by this article, such action will be governed under the provisions of this Agreement.
 - b. "Egregious Misconduct" warranting immediate implementation of dismissal proceedings in accordance with the California Education Code.
 - c. Serious misconduct of such a critical nature that it justifies bypassing earlier levels of progressive discipline.

D. Notice and Appeal of Suspension without Pay

1. The District may suspend a unit member without pay for fifteen (15) workdays or less per school year for just cause. Before discipline is imposed, the District shall notify the unit member, in writing, at least five (5) workdays prior to implementation of such proposed disciplinary action.
2. The notice shall contain a specific statement of the act(s), omission(s), or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District, and a statement of reasonable professional expectations, rules, regulations, or statutes which the unit member is alleged to have violated.
3. The unit member will be provided a notice of the right to appeal the proposed suspension by filing a written request, within five (5) workdays of service of the notice, to meet with and respond to the Superintendent as to why the unit member should not be suspended without pay.
4. Within ten (10) workdays following the meeting with and opportunity to respond, the Superintendent shall notify the unit member of their determination. The decision of the Superintendent shall be final.

E. Derogatory Information

1. Personnel records are mandatory permanent records, which the district is required by law to retain indefinitely (5 Cal Code Regs Section 16023).

2. Notwithstanding the foregoing, formal discipline documents will be sealed in a bargaining unit member's personnel file upon request of the member, if at least four years have passed without further misconduct.
3. Sealed documents shall be placed in a sealed envelope in the personnel file and not used for any purpose or released to anyone without the member's written consent, except as follows: (1) by order of a court of competent jurisdiction that member's interest in confidentiality yield to the disclosure of some or all of any such documents; (2) in response to a lawful subpoena; (3) in the event of litigation between the parties; (4) as otherwise required by law.

F. Mutual Disciplines

The District and the Association agree to conform to the following disciplines in order to provide for fair, thorough and objective joint consideration in any proceeding:

1. Reasonable good faith disclosure of known facts, circumstances and evidence relied upon by the District in its determination of disciplinary action.
2. Diligent joint effort to effect appropriate confidentiality, proper interpersonal behavior and objective communication during initial consideration and subsequent review of any disciplinary issue.