

1 **ARTICLE 17 - DISCIPLINARY ACTION & DISMISSAL PROCEDURES**

2 **17.1** The District may impose disciplinary procedures against permanent unit members
3 when the work performance or behavior of the unit member is such that prior verbal or written
4 warnings by the appropriate District supervisor(s) have failed to result in a remediation of
5 the unsatisfactory performance or behavior. The District may suspend with pay, suspend
6 without pay, dock pay for absence without proper authority, demote, re-assign, or discipline
7 the unit member in other appropriate manners to correct or remediate the unit member's
8 unsatisfactory performance or behavior. The District may dismiss permanent bargaining unit
9 members when the District has attempted, without success, to remediate the unsatisfactory
10 performance or behavior.

11 **17.1.1** – The District and Association agree that, where appropriate, Progressive
12 Discipline is an effective tool to correct unsatisfactory performance or behavior. The
13 District agrees that, when appropriate, informal correction can serve to change
14 behavior without the need to resort to the discipline process. However, management
15 reserves the right to implement discipline in accordance with this section.

16 **17.2 Right to Request Hearing** - A unit member has the right to request an informal
17 hearing with that unit member's appropriate supervisor(s) prior to disciplinary action. If
18 requested, such a hearing will be held.

19 **17.3 Right to Suspend** - The District retains the right to suspend a permanent unit
20 member without warning when the health and welfare of students or other employees is
21 endangered by the continued presence of the unit member in the School District.
22 Additionally, the District may immediately suspend or demote a permanent unit member
23 with or without pay, pending a Board hearing on the disciplinary action of the employee, if
24 the Superintendent or his designee determines that the continued presence of such
25 employee is detrimental to the District or the employees of the District.

26 **17.4 Causes for Disciplinary Action** - Causes for disciplinary action shall include, but
27 not be limited to, the following:

- 28 a. Incompetence;
- 29 b. Inefficiency;
- 30 c. Inattention to or dereliction of duties;
- 31 d. Lack of ability;
- 32 e. Failure to perform the assigned duties in a satisfactory manner;
- 33 f. Insubordination;
- 34 g. Failure to obey direction and observe the rules of School District;

- 1 h. Willful and persistent violation of the provisions of District Policies, the
- 2 Education Code, or this Agreement;
- 3 i. Theft of school property;
- 4 j. Conviction of any felony;
- 5 k. Conviction of a misdemeanor involving moral turpitude, dishonesty, immoral
- 6 conduct, drunkenness on duty, addiction to the use of narcotics, or fraud in
- 7 obtaining employment with this School District;
- 8 l. Political activity, during the assigned hours of duty;
- 9 m. Persistent discourteous treatment of the public or of fellow employees or other
- 10 willful failure of good conduct tending to injure the public's service;
- 11 n. Absence from duty without appropriate leave;
- 12 o. Abandonment of position. Absence for three (3) or more consecutive workdays;
- 13 without contacting the immediate supervisor or the District shall be deemed
- 14 abandonment of position;
- 15 p. Inappropriate behavior related to sexual harassment;
- 16 q. Abuse of sick leave or other paid leave privileges;
- 17 r. Excessive absenteeism;
- 18 s. Falsifying any information supplied to the District, including, but not limited to,
- 19 information supplied on application forms, employment records, or any District
- 20 records;
- 21 t. Drinking or possession of alcoholic beverages on the job, or reporting for work
- 22 while intoxicated;
- 23 u. Addiction to the use or possession of narcotics or a restricted substance, use
- 24 of narcotics or restricted substances while on the job, or reporting to work while
- 25 under the influence of a narcotic or restricted substance.
- 26 v. Causing bodily injury to another person while on the job.

27 **17.5 Notification of Intention to Suspend or Dismiss** - Employees shall be notified in
28 person or by certified mail to the last known address of the District's intention to suspend or
29 dismiss prior to such District action in all cases other than those based upon the District's
30 belief that the health and welfare of students or other employees is endangered by the
31 continued presence of the employee.

32 **17.6 Procedure for Suspension of More Than Three (3) Days or Dismissal**

33 **17.6.1** - Notice of Recommendation for Suspension or Dismissal, including a
34 Statement of Charges shall be served upon the unit member initially. Service may be

1 by personal service or by certified mail sent to the unit member's most recent address
2 as recorded in the unit member's personnel file. The Statement of Charges notice
3 shall include:

4 a. A statement in ordinary and concise language of the specific acts and
5 omissions upon which the disciplinary action is based, a statement of the
6 cause for the action taken and, if it is claimed that a unit member has violated
7 a rule or regulation of the District, such rule or regulation shall be set forth in
8 said notice; the employee shall be given the right to respond either orally or in
9 writing at a later time. If the employee chooses to respond, he/she shall notify
10 the Assistant Superintendent of Human Resources or his/her designee within
11 three (3) working days of receipt of the Statement of Charges notice;

12 b. A Right to Respond Conference, which shall be scheduled not less than
13 ten (10) calendar days after service of the Right to Respond notice. During
14 the conference, the unit member has the opportunity to respond to the
15 charges, either orally or in writing. The conference shall be attended by a
16 district management member not named or directly linked to the information
17 in the Statement of Charges.

18 c. If the Statement of Charges is upheld, the employee is served with a
19 "Notice of Discipline". This notice specifies the final disciplinary action with
20 details of effective dates and included the employee's right to request a
21 hearing within ten (10) days of service of the Notice of Discipline. A card or
22 paper, the signing or filing of which shall constitute a demand for a hearing
23 and a denial of all charges.

24 **17.6.2** - Based on the response of the unit member, if any, the District will determine
25 if action should be taken.

26 **17.7** **Hearings**

27 **17.7.1** - All disciplinary hearings shall be held before the Board of Education of the
28 Colton Joint Unified School District, unless the Board of Education authorizes the
29 services of a hearing officer to conduct the hearing.

30 **17.7.2** - If the Board of Education authorizes a hearing officer that person shall be
31 subject to mutual agreement of the Association and the District.

32 **17.7.3** - An appropriate source for selection may be from:

- 33 1. A panel of local attorneys-at-law.
- 34 2. The California State Conciliation Service Administrative Law Judges.

3. Any other mutually agreeable person of recognized professional competence.

17.7.4 - The Board of Education or the hearing officer shall set the time and place of the hearing. Upon completion of the hearing, the Board of Education or the hearing officer shall prepare the findings of fact and conclusions of law that constitute the results of the hearing and form the basis for the decision rendered, not later than twenty (20) working days following the conclusion of the hearing. The cost of the hearing proceedings shall be borne by the District. Any separate costs developed by the employee relating to the hearing shall be paid by the employee. These separate costs may include, but are not limited to, defense attorney fees, investigation costs, witness fees, etc.

17.7.5 - The burden of proof rests with the District. The decision of the Board of Education is final and constitutes total exhaustion of administrative relief.

17.8 - Short Term Suspension Without Pay (Suspension for Three (3) Days or Less)

The Superintendent or his designee may suspend a permanent classified unit member without pay for up to three (3) working days in accordance with Article 17.8. Prior to imposing such a suspension, the unit member shall be informed in writing of the reasons for the action and shall be given an opportunity to respond to the Superintendent or designee. The unit member may appeal the suspension to the Board by filing a written request to the Superintendent's office within five (5) calendar days following the first day of suspension. If an appeal is timely filed, the Board shall review the written record, and issue its decision within thirty (30) calendar days after the request for appeal was filed. The unit member shall be compensated for any loss of salary resulting from such a suspension not upheld by the Board.

17.8.1 - Policy Application: This policy shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code Sections 44010, 44011 and 45304. The procedures provided for herein shall be the sole and exclusive administrative due process available to challenge disciplinary actions and short-term suspensions.

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