

ARTICLE 23 - DISCIPLINARY ACTION

23.1 General

For purposes of this Article, discipline may consist of a verbal or written warning, suspension, demotion, or termination. In the case of alleged actions based on Sections 23.2.1 through 23.2.7, the parties agree the employee may receive up to two (2) verbal warnings, but must receive two (2) written warnings, for the same or similar offense, before further discipline will be imposed. Such discipline may include suspension without pay and/or termination. This article shall not be subject to the grievance procedure.

Discipline shall be imposed on permanent classified employees of the bargaining unit for just cause. For purposes of this section, the term "discipline" means suspension without pay for six (6) or more days, demotion, or termination of employment. For those serious types of misconduct, as identified in Sections 23.2.8 through 23.2.21 of the Collective Bargaining Agreement, a verbal or written warning is not required prior to imposing discipline.

23.2 Cause

The term "just cause" shall be based upon the following:

- 23.2.1 Incompetency or inefficiency in the performance of the duties of the position held.
- 23.2.2 Insubordination.
- 23.2.3 Carelessness or negligence in the performance of duty or in the care or use of District property.
- 23.2.4 Discourteous conduct or language toward other employees, students, or the public.
- 23.2.5 Absence and/or repeated tardiness without authority or sufficient reason.
- 23.2.6 Engaging in political activities during assigned work hours.
- 23.2.7 Inability to meet requirements of the employee's job description.
- 23.2.8 Dishonesty.
- 23.2.9 Possession, consumption, or being under the influence of alcoholic beverages or intoxicants while on duty.

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- 23.2.10 Unauthorized use or possession during working time of any illegal drugs or controlled substances or prescription drugs for which an employee does not have a valid prescription.
 - 23.2.11 Conviction of a felony or of any crime involving moral turpitude, or any crime bringing discredit upon the District.
 - 23.2.12 Conviction of a sex or narcotics offense as defined in the Education Code.
 - 23.2.13 Falsification or omission of any information supplied or required to be supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
 - 23.2.14 Persistent violation or refusal to obey the safety rules or other regulations made applicable to the public schools by the District or by any appropriate State or local government agency.
 - 23.2.15 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
 - 23.2.16 Willful failure of good conduct tending to injure the public service.
 - 23.2.17 Abandonment of position by being absent without authorization for five (5) or more workdays.
 - 23.2.18 Immoral conduct.
 - 23.2.19 Lack of any license required for the performance of the employee's position.
 - 23.2.20 Unauthorized possession of a lethal weapon on school district property.
 - 23.2.21 Sexual harassment pertaining to students or district employees.
- 23.3 Notice of Disciplinary Action/Demand for Hearing
- 23.3.1 Any permanent employee subject to dismissal, demotion, or suspension without pay for six (6) or more work days shall be given written notice of the proposed action by the District. Such notice shall indicate the nature of the disciplinary action, the cause(s) for such action, and the specific charge(s) against the

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employee. The notice shall contain a statement of his/her right to a hearing on such charges, the time within which such hearing may be requested (which shall not be less than five (5) work days after service of the notice on the employee) and said notice shall be accompanied by a card or paper, the signing and filing of which with the District Superintendent or his/her authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

23.3.2 Except for the provisions in Section 23.5, before any permanent employee is given written notice of his/her proposed dismissal from the District, the permanent employee and his/her representative will be invited to attend a meeting with a representative(s) from the District. The purpose of the meeting will be to discuss the proposed dismissal and the reasons therefore.

23.3.3 At any time before an employee's appeal is submitted to the District's Board of Education or to a Hearing Officer for decision, the District may serve on the employee and file with the Board or the Hearing Officer an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense thereto.

23.4 Summary Discipline

Summary discipline for a permanent employee, which shall be defined for the purpose of this Article as a suspension of five (5) days or less, may be appealed to the Superintendent or designee and, thereafter, by said employee to the Board of Education.

23.5 Administrative Leave With Pay

If an employee's presence on District premises or facilities creates or has the potential of creating a danger or threat to the District's property or to the safety or health of students or employees, including the employee at issue, the District may immediately place the employee on paid administrative leave pending an investigation of the situation. After the investigation of the employee's conduct in creating an emergency situation, the information obtained may be used as the basis, in whole or in part, for disciplinary action as provided in the policy.

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23.6 Probationary Employees

At any time prior to the expiration of the probationary period, the Board of Education may, at its sole discretion, dismiss a probationary classified employee from District employment without cause. Probationary classified employees shall not be entitled to appeal or file a grievance regarding their dismissal.

23.7 Progressive Discipline/Appeal Process

23.7.1 Should an employee disagree with a “Warning Notice” received, as prescribed in Section 23.1 of this Article, the employee may appeal that warning to the Superintendent/designee within ten (10) days. The employee shall be afforded an interview within 20 days of receiving the “Warning Notice” where s/he may bring representation for the purpose of refuting the “Warning Notice.” The employee shall present any and all evidence supporting his/her refutation at the interview. The Superintendent/designee shall weigh the facts and make a determination based on “just cause” as to whether to uphold the written warning, leave it in the file, or have it removed based upon the facts presented. This determination shall be made within five (5) days of the interview meeting.

23.7.2 Should the Superintendent/designee determine the notice be removed, the notice shall be removed from all files. Should the Superintendent/designee find the notice should be retained or amended, the employee shall have ten (10) days to attach a written response to the warning.

23.7.3 After two (2) years, the “Warning Notice” and any attached response shall be removed from the personnel file and site files, unless within the two (2) year period disciplinary proceedings are pending against the employee.