

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
4 written warnings by the appropriate District supervisor(s) have failed to result in a
5 remediation of the unsatisfactory performance or behavior. The District may suspend
6 with pay, suspend without pay, dock pay for absence without proper authority, demote,
7 re-assign, or discipline the unit member in other appropriate manners to correct or
8 remediate the unit member's unsatisfactory performance or behavior. The District may
9 dismiss permanent bargaining unit members when the District has attempted, without
10 success, to remediate the unsatisfactory 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.
13 The District agrees that, when appropriate, informal correction can serve to change
14 behavior without the need to resort to the discipline process. However,
15 management reserves the right to implement discipline in accordance with this
16 section.

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

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

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

- 29 a. Incompetence;
- 30 b. Inefficiency;
- 31 c. Inattention to or dereliction of duties;
- 32 d. Lack of ability;
- 33 e. Failure to perform the assigned duties in a satisfactory manner;
- 34 f. Insubordination;

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

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

33 **17.6 Procedure for Suspension of More Than Three (3) Days or Dismissal**

34 **17.6.1** - Notice of Recommendation for Suspension or Dismissal, including a

1 Statement of Charges shall be served upon the unit member initially. Service may
2 be by personal service or by certified mail sent to the unit member's most recent
3 address as recorded in the unit member's personnel file. The notice 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
7 violated a rule or regulation of the District, such rule or regulation shall be set
8 forth in said notice; the employee shall be given the right to respond either
9 orally or in writing. If the employee chooses to respond, he/she shall notify
10 the Assistant Superintendent of Human Resources or his/her designee
11 within three (3) working days;

12 b. A statement of his/her right to a hearing on said charges and the time
13 within which such hearing may be requested, which shall be not less than
14 ten (10) calendar days after service of the notice; and

15 c. A card or paper, the signing or filing of which shall constitute a demand
16 for a hearing and a denial of all charges.

17 **17.6.2** - Based on the response of the unit member, if any, the District will
18 determine if action should be taken.

19 **17.7** **Hearings**

20 **17.7.1** - All disciplinary hearings shall be held before the Board of Education of the
21 Colton Joint Unified School District, unless the Board of Education authorizes the
22 services of a hearing officer to conduct the hearing.

23 **17.7.2** - If the Board of Education authorizes a hearing officer that person shall be
24 subject to mutual agreement of the Association and the District.

25 **17.7.3** - An appropriate source for selection may be from:

- 26 1. A panel of local attorneys-at-law.
- 27 2. The California State Conciliation Service Administrative Law Judges.
- 28 3. Any other mutually agreeable person of recognized professional
29 competence.

30 **17.7.4** - The Board of Education or the hearing officer shall set the time and
31 place of the hearing. Upon completion of the hearing, the Board of Education or
32 the hearing officer shall prepare the findings of fact and conclusions of law that
33 constitute the results of the hearing and form the basis for the decision rendered,
34 not later than twenty (20) working days following the conclusion of the hearing.

1 The cost of the hearing proceedings shall be borne by the District. Any separate
2 costs developed by the employee relating to the hearing shall be paid by the
3 employee. These separate costs may include, but are not limited to, defense
4 attorney fees, investigation costs, witness fees, etc.

5 **17.7.5** - The burden of proof rests with the District. The decision of the Board of
6 Education is final and constitutes total exhaustion of administrative relief.

7 **17.8 - Short Term Suspension Without Pay (Suspension for Three (3) Days or**

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

18 **17.8.1 - Policy Application:** This policy shall not be construed to diminish the
19 District's authority to take disciplinary action in accordance with the law, including
20 such actions as are authorized by Education Code Sections 44010, 44011 and
21 45304. The procedures provided for herein shall be the sole and exclusive
22 administrative due process available to challenge disciplinary actions and
23 short-term suspensions.

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