

ARTICLE IX DISCIPLINARY ACTION

Section 1

DEFINITION: "Disciplinary action" as used herein is limited to dismissal, suspension, or demotion, except for lack of work or lack of funds.

Section 2

Disciplinary action shall be imposed on bargaining unit members only for just cause and in accordance with the following procedures:

- A. Prior to taking disciplinary action against a unit member, the District shall utilize progressive discipline which shall include:
 - 1. Counseling and assistance.
 - 2. Written reprimands citing the infractions and listing specific recommendations for improvements.
 - 3. Progressive discipline need not be utilized in cases involving infractions that pose an immediate threat to students and/or other employees or the public or public property, or serious misconduct as determined by the Superintendent or designee, provided the determination is not arbitrary.
- B. No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of serving the unit member with a notice of disciplinary action unless such cause was concealed by the unit member.
- C. All disciplinary actions shall be based upon verifiable data.
- D. No dismissal, demotion or a suspension of two (2) or more days shall be final until the grievance procedure has been completed, or the time period specified therein for the taking of actions by the unit member or Association has expired. Nothing shall preclude the District, in appropriate case, from removing a unit member from the work site or reassigning the unit member to other work pending completion of these procedures without loss of pay.
- E. If disciplinary action is proposed the unit member will be given a notice of disciplinary action, which shall contain the charges (in ordinary and concise language) of the specific act and omissions upon which the action is based: a statement of the cause for the action taken; and whether the action is based on a violation of a rule, regulation, or policy of the District. Any such rule, regulation, or policy which is alleged to be violated shall be set forth in its entirety.

The unit member will also be given a statement of his/her rights to a hearing on such charges, and the time within which such hearing must be requested. The notice of hearing rights shall be given to the unit member at the same time as, or within five (5) calendar days after, service of the notice of disciplinary action on the unit member. Receipt by the unit member of such notice of hearing rights shall begin the seven (7) work day period within which the unit member must initiate an appeal if

the unit member disagrees with the discipline.

Section 3

GRIEVABILITY:

- A. Any alleged violation of Sections 2, A, B, C, D, and E shall be processed in accordance with the provisions of Articles XII and XIII Grievance Procedures.
- B. Within the time lines referred to in 2E, the unit member may appeal issues relating to whether or not just cause exists with the Board of Education. The Board of Education may hear the appeal or appoint a hearing officer to conduct an evidentiary hearing and make recommendations to the Board of Education. The Board of Education's decision will be final subject to appeal to a court of competent jurisdiction. The cost of a hearing officer, if any, shall be paid by the District.
- C. If the Board of Education appoints a hearing officer to conduct a hearing under Section B above, Section 2.D., Section 3.A shall not be invoked.