

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 notice shall include:

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

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

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

16 **17.6.2** - Based on the response of the unit member, if any, the District will determine  
17 if action should be taken.

## 18 **17.7 Hearings**

19 **17.7.1** - All disciplinary hearings shall be held before the Board of Education of the  
20 Colton Joint Unified School District, unless the Board of Education authorizes the  
21 services of a hearing officer to conduct the hearing.

22 **17.7.2** - If the Board of Education authorizes a hearing officer that person shall be  
23 subject to mutual agreement of the Association and the District.

24 **17.7.3** - An appropriate source for selection may be from:

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

29 **17.7.4** - The Board of Education or the hearing officer shall set the time and place  
30 of the hearing. Upon completion of the hearing, the Board of Education or the  
31 hearing officer shall prepare the findings of fact and conclusions of law that  
32 constitute the results of the hearing and form the basis for the decision rendered,  
33 not later than twenty (20) working days following the conclusion of the hearing. The  
34 cost of the hearing proceedings shall be borne by the District. Any separate costs

1 developed by the employee relating to the hearing shall be paid by the employee.  
2 These separate costs may include, but are not limited to, defense attorney fees,  
3 investigation costs, witness fees, etc.

4 **17.7.5** - The burden of proof rests with the District. The decision of the Board of  
5 Education is final and constitutes total exhaustion of administrative relief.

6 **17.8 - Short Term Suspension Without Pay (Suspension for Three (3) Days or Less)**

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

17 **17.8.1 - Policy Application:** This policy shall not be construed to diminish the  
18 District's authority to take disciplinary action in accordance with the law, including  
19 such actions as are authorized by Education Code Sections 44010, 44011 and  
20 45304. The procedures provided for herein shall be the sole and exclusive  
21 administrative due process available to challenge disciplinary actions and  
22 short-term suspensions.

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