

WESTMORLAND UNION ELEMENTARY SCHOOL DISTRICT

IV.

Board Policies Covering All Classified Employees Not In A Bargaining Unit

Board Policy No. 4203: DISCIPLINE

- A. Probationary employees and other non-permanent classified employees may be disciplined within the sole discretion and at the pleasure of the District. The probationary period shall be one (1) year. Probationary employees and other non-permanent classified employees are not covered by any other provision in this Board Policy.
- B. A permanent classified employee may be disciplined by the District for cause. The term "discipline" for the purpose of this Board Policy specifically does not include adverse or negative evaluations, warnings, directives and the implementation of other employment policies such as the denial of any leave. The term "discipline" for the purpose of this Board Policy shall be consistent with applicable law and is limited to any action whereby a classified employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, or demotion, without the classified employee's voluntary consent, except a layoff for lack of work or lack of funds.
- C. Prior to the taking of discipline, the Superintendent or designee shall give written notice to the classified employee. This written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the classified employee at least five (5) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the classified employee immediately, the classified employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (5th) calendar day following the date written notice was served.
- D. The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed complete on the date of mailing. The contents of the written notice shall include at least the following:
1. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based. Such statement may incorporate by reference the acts and omissions described in attached memoranda or other attached documents.
 2. The specific disciplinary action proposed.
 3. The cause(s) or reason(s) for the specific disciplinary action proposed.
 4. A copy of the applicable rule(s) where it is claimed a violation of rule(s) took

place.

5. A statement that the classified employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the five (5) calendar days following the date the written notice was served.
6. A statement that the classified employee, upon request, is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the five (5) calendar days following the date the written notice was served. At such meeting the classified employee shall be granted a reasonable opportunity to make any representations the classified employee believes are relevant to the case.
7. A statement that the classified employee, upon written request, is entitled to an evidentiary hearing before the Board or a hearing officer designated by the Board before any disciplinary action is final. A statement that the proposed disciplinary action may commence after the five (5) calendar days following the date the written notice was served. A statement that no evidentiary hearing shall be held unless notice is delivered to the Superintendent or designee within five (5) calendar days after the date the written notice of proposed disciplinary action was served.

Attached or enclosed with the written notice of proposed disciplinary action shall be a card or paper, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges.

- E. The term "cause" shall include, but not be limited to, the following:
- The term "cause" shall be defined by District Board Policy and shall include, but not be limited to, the following:
 - Incompetent, untimely, unsatisfactory or negligent performance of duty.
 - Failure to possess the minimum qualifications for the position, such as loss of driver's license.
 - Insubordination, including but not limited to the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor.
 - Carelessness or negligence in the performance of assigned duties or in the care or use of District property.
 - Loss, theft, conversion, damage, destruction or other misuse of District property

or property entrusted to its use;

- Discourteous, offensive, or abusive conduct or language toward other employees, District officials pupils, or the public.
- Threats of harm or acts of actual or attempted violence toward other employees, pupils, parents or members of the public.
- Dishonesty.
- Drinking alcoholic beverages on the job, reporting to work while intoxicated or under the influence of alcoholic beverages, or bringing alcohol on District property or to any District sponsored event except where specific, prior written authorization has been provided.
- Use or possession of narcotics on the job, or reporting to work under the influence of narcotics or other controlled substances. The use of narcotics or other controlled substances under and consistent with the directions of a physician which do not impair the performance of a classified employee is not prohibited.
- Personal conduct unbecoming an employee of the District which may have an adverse impact on the District.
- Engaging in political or union activity during assigned hours of work unless otherwise authorized by law, contract, or another Board Policy or practice.
- Conviction of any felony or any crime involving moral turpitude, or conviction of any crime which relates to the qualifications, certification, functions, or duties required of the employee in the assigned position.
- Abuse of any leave or vacation, including but not limited to excessive absenteeism, absence without authorization or excuse, or without prior notice where possible, or unauthorized absence from duty or place of assigned duty.
- Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- Persistent violation or a refusal to obey safety rules and regulations made applicable to school districts by the District Governing Board or by any appropriate federal, state, or local governmental agency.
- Failure to fully comply with District policies, rules, regulations, and the provisions of any applicable collective bargaining agreement.

the hearing, and for an original and one copy of the official transcript. No transcript or copy of any such hearing transcript shall be provided by the District to the employee or representative unless the employee first remits to the District one half of the costs of the court reporter, preparation of the transcript, and a copy of the record.

The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.

G. Special Rules For Threats Of Serious Physical Injury By District Employees To Other Employees, Students, Members Of The Public, Agents Or Independent Contractors Of The District, Or Members of the District Governing Board.

1. This paragraph applies only where an employee, student, member of the public, agent or independent contractor of the District or member of the Governing Board is reported to have been threatened with words/and or actions with serious physical injury by an employee of the District, and such threat is work-related. In such case, and if after an investigation, the District has reasonable suspicion that such threat is bona fide, the District may but is not required to direct the employee to submit to a psychiatric examination by a licensed physician selected by the District at no cost to the employee. The sole purpose of such examination is to procure a professional medical opinion with supporting relevant information on the issue of whether the employee's continued presence in the workplace constitutes a threat of serious physical injury to the health or safety of students, employees, parents, members of the public, or agents or independent contractors of the District.
2. If directed by the District, an employee is not required to submit to a psychiatric examination without the employee's written consent. However, the District may discipline any employee up to and including dismissal if the employee refuses to consent to the examination after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the facts of the case.
3. Any consent or refusal to submit to the examination shall be in writing. If an employee consents to the examination, the employee shall also authorize in writing the release of the medical information resulting from the examination. If the employee refuses to release the information, disciplinary action will not be taken because of that refusal. Disciplinary action, however, may be taken based on other available evidence, including the fact that the employee refused to release the medical information. If the employee refuses to release the medical information to the District, the results of the examination may not be used by the employee as evidence in support of any defense to discipline.
4. The only medical information which the District may request to be released by the

— Offering of anything of value or offering any service in exchange for special treatment in connection with the classified employee's assigned duties, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public, or other misuse of authority or position.

— Willful, negligent or intentional violation of any law concerning the District.

— Abandonment of position which is defined as an unexcused absence for more than five (5) consecutive workdays.

— Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.

— Sexual Harassment, or discrimination on any unlawful basis.

— Fraud or misrepresentation in securing appointment or promotion.

— Failure to report accidents, injuries and known safety hazards or violations.

— Any other act or omission that is detrimental to the District or may bring discredit upon the classified service of the District.

E. An employee facing discipline as defined above may be represented by a lawful representative at any disciplinary conference or hearing held pursuant to this Board Policy.

F. A classified employee shall receive an evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent or designee within five (5) calendar days after service of the written notice of proposed disciplinary action. In the absence of a timely demand for a hearing, the Board may take final action upon the proposed disciplinary action after the time period for demanding a hearing has expired.

Upon timely request for a hearing, a hearing will normally be held before the Board, or a hearing officer designated by the Board, within forty-five (45) calendar days of the hearing demand. The classified employee shall have a right to appear in person, with counsel at the employee's expense or such other lawful representative selected by the classified employee. The District will have the burden of proof and shall first present evidence. Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party. Hearings will be recorded at the request of either party with such expense being borne by the requesting party, or the District will share equally with the employee or representative the costs of a court reporter, transcription of the record of