

ARTICLE XXI
SUSPENSION

A. Disciplinary action, as contained in this Article, shall only be imposed for just cause, and shall pertain to suspension without pay and the steps leading to such action. Such suspension shall be for corrective purposes and shall be administered in accordance with the due process procedures provided for in this Article. Suspension shall be considered as an intervention for the purpose of an additional opportunity for improvement.

B. The District shall normally utilize a "progressive discipline" procedure prior to implementing suspension herein.

The following steps comprise "progressive discipline" for the purposes of this section:

1. Verbal warning.
2. Written warning notice. A copy of all written warning notices shall be given to the Association and will not be placed in the employee's personnel file.
3. Reprimand in written form, with the employee having the right to respond in writing and have such response attached to the original reprimand. A copy of all written reprimands, referenced attachments, and any documentation previously issued at B/2 of this Article which are related to the written reprimands, will be placed in the employee's personnel file, and a copy shall be given to the Association.
4. Suspension, without pay, for a period of one to five days.

C. **Discipline Procedure**

1. Normally, suspension shall be for a violation that is repetitive and serious in nature. In such instances, suspension shall not be ordered for any employee unless they have been given a written reprimand about a similar action or infraction. A copy of all suspension orders shall be given to the Association.
2. Suspension herein shall not deprive the employee of seniority or available fringe benefits, including the right to reimburse the District for any payroll deductions which would otherwise have been deducted from the employee's pay warrant, including but not limited to organizational dues, credit union payments, charitable contributions, tax-sheltered annuities, or insurance premium payments.
3. When imposing suspension for any current action or infraction, the District shall not take into account any actions or infractions which have occurred previously unless such action or infractions have been addressed in documentation placed in the employee's personnel file. No documentation in the file shall be used that is dated more than four years prior to the date of Notice of Suspension.
4. No employee shall receive more than one penalty under this Article for each occurrence of the same action or infraction.

D. **Notice of Suspension**

The Superintendent shall provide written Notice of the Proposed Suspension to the employee within thirty (30) calendar days of the occurrence giving rise to the disciplinary action. The Notice of Proposed Suspension shall include the cause(s) on which the suspension is based, the length of the suspension, and the beginning and ending date of the suspension. The Notice of Proposed Suspension shall contain a statement that informs the employee of his/her right to request a hearing in accordance with the provisions outlined in this Article and the right to be represented by the Association. The Notice of the Proposed Suspension shall be issued by the Superintendent or designee following authorization by the Board of Education.

E. **Request of Hearing**

The employee shall have ten (10) working days following actual receipt of the Notice of Proposed Suspension to request a hearing. The Request for Hearing shall be made in writing to the Association and the District. Should the Association agree that a hearing is appropriate, the Association shall have fifteen (15) working days following receipt, or service by U.S. Registered Mail

of their copy of the Request for Hearing, to meet with the District Superintendent, to select an arbitrator in accordance with the procedure provided for in the grievance procedure of this Agreement, or to otherwise resolve the matter. If an employee fails to request a hearing within the timelines provided for in this Article, or the Association believes that a hearing is unnecessary, the proposed suspension may be implemented by action of the Escondido Union School District. The suspension will not be implemented earlier than thirty (30) working days from the receipt of the Notice of Proposed Suspension. Unless otherwise agreed between the Association and the District, the terms of the suspension shall be in accordance with the terms of the original Notice of Proposed Suspension.

F. Hearing

If a hearing has been requested by the employee and agreed to by the Association, then the selection of an arbitrator and the procedures for conducting the hearing shall be in accordance with the grievance procedures of this Agreement. The imposition of the suspension shall be stayed until the hearing has been concluded and a final and binding decision has been rendered by the arbitrator.

G. Records Provisions

1. No copy of the Notice of Suspension shall be entered into the employee's personnel file until such time as the suspension has been implemented.
2. Information of a derogatory nature shall not be entered or filed in a unit member's personnel file unless and until the employee is given notice concerning such and an opportunity to review and comment thereon, pursuant to Article XIV, E.3 of the Agreement.
3. Following four school years from any Notice of Suspension being entered into an employee's personnel file, an employee may request that the Notice of Suspension be sealed in the unit member's personnel file, such information being available only as defined by law.
4. Suspension without pay under this Article shall not be regarded as a precondition for any other form of disciplinary action against a unit member not prohibited by law, including, but not limited to dismissal, suspension under the Education Code, and/or notice of non-reelection.