## ARTICLE 15 – DISCIPLINARY ACTIONS AND PROCEDURES

1. Disciplinary Actions
   1. Except as provided in applicable statutes or State Board of Education Rules, discipline of any type shall be based only on a faculty member’s duties and responsibilities to the College within the scope of his or her employment including, but not limited to, violations of College rules, procedures, policies, and this Agreement.
   2. Faculty are subject to discipline which shall be timely and for just cause. A fair and impartial investigation of alleged misconduct shall be completed and discipline shall be fairly and objectively administered.
   3. Disciplinary action, shall be progressive and may include the following steps: verbal reprimand, written warning, suspension with or without pay, return to annual contract, and dismissal. If the circumstances warrant, discipline may begin at a higher level than the first step or progress to a higher level than the next sequential step. In such cases, future misconduct of an

unrelated nature subject to discipline shall be treated as a separate event and disciplinary action will begin at the appropriate level subject to overall work performance.

* 1. All discipline as defined herein, is subject to challenge by the grievance procedures in Article 13 of this Agreement. Anonymous complaints shall not be used as evidence in support of disciplinary action(s).
  2. Faculty Rights – Faculty shall be notified in writing of the subject matter of any meeting at which disciplinary action may be discussed or which may result in disciplinary action. Such notice shall be provided at the time the meeting is requested. Faculty shall have the right to have Union representation present at such meeting, if the Faculty so desires. In the event Union representation is not available, the meeting shall be rescheduled at a reasonable and mutually agreed time.

### Disciplinary Procedure

* 1. **Discipline**. Discipline shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration.

1, **Verbal Reprimand**. A verbal reprimand notifies a faculty member, within 15 business days of the alleged violation, that inappropriate behavior, or violation of a rule, policy, or procedure has occurred and outlines the specific steps which must be taken to correct the problem. It should include notice that more serious disciplinary action will take place if corrective action is not taken or repeat violations occur. A verbal reprimand shall be discussed with the faculty member and documented with a non-detailed memorandum acknowledging that verbal reprimand was issued. The faculty member shall have the opportunity to provide a written response to the written memorandum which shall be filed together in the limited access section of the Faculty’s personnel file.

1. **Written Warning**. A written warning is a formal notice that inappropriate behavior, or violation of a rule, policy, or procedure has allegedly occurred and outlines the specific steps which must be taken to correct the problem. It should include notice that more serious disciplinary action will take place if corrective action is not taken or repeat violations occur. Warnings shall be discussed with the faculty member in person within 15 business days of the alleged violation. Documentation of each step in the disciplinary process shall be made by initiating administrator. The faculty member shall have the opportunity to provide a written response, within 15 business days of receipt of the, warning. The faculty response will be filed with the warning in the limited access section of the Faculty’s personnel file.
2. **Suspension**. A full-time faculty member may be suspended with pay pending the investigation of a possible infraction. The investigation must be completed within 15 business days following the accusation. If, after investigation, just cause for disciplinary action is determined, the President may suspend a faculty member without pay provided that notice of intent has been provided pursuant to Article 13. A record of the suspension is placed in the limited access section of the Faculty’s personnel file, provided the requirement of the applicable exemption is met.
3. **Dismissal or Return to Annual Contract**. A faculty member who is under continuing contract may be dismissed or may be returned to annual contract status only with just cause and upon written recommendation by the President to the Board to that effect, and approval by a majority of the Board.

### Other Provisions

* 1. Nothing in this Article shall be construed as conferring on an employee holding an annual contract any right or expectation of employment beyond the specific term of his or her annual contact.