

## ARTICLE VII

### APPOINTMENT, DISCIPLINE AND DISCHARGE

#### **Section 1: Probationary Employees.**

Bargaining unit members shall serve an initial probationary period that consists of the employee's first (60) work-days in the bargaining unit, excluding holidays and weekends, ~~d.~~ During this probationary period, the employee may ~~which time they can~~ be terminated without cause or the employee may resign and be released from employment without prejudice. All benefits will become effective according to Board policy.

**Section 2: Regular Full and Regular Part Time Employees.** Regular full and regular ~~part time~~part-time employees who have successfully completed their initial probationary period may be disciplined or discharged for cause ~~during the school year for which they have been appointed~~ by the Board as provided under the Board's applicable Discipline and Discharge policies and procedures. ~~Management shall have (10) working days, as defined in Article VII, to initiate any action against an employee that could lead to discipline or discharge. The ten (10) day limit starts when management learns of any cause which may be subject to disciplinary action.~~ Regular full-time employees are defined as those employees who work eight hours a day. Regular ~~part time~~part-time employees are defined as those employees who work less than eight hours per day.

#### **Section 3: Appointment and Reappointment.**

A. Subject only to applicable law, initial appointment and reappointment for an employee's first three (3) consecutive years in the bargaining unit~~a school year, or part thereof~~, shall be within the sole discretion of the Superintendent and the Board and failure to appoint or reappoint to employment or a particular position need not be for cause or for any reason. Employees shall be notified in writing by no later than two weeks, 10 workdays, before the end of the current contracted year that they are not being recommended for ~~; except, however, after~~ reappointment. After the employee has completed three (3) full consecutive years of employment as a full time regular employee, as of the date the Superintendent formally recommended bargaining unit employees for appointment for the next school year, reappointment to employment year to year thereafter shall be automatic unless the Superintendent and/or the Board have legitimate operational reasons or just cause under the Board's Policies and Procedures not to reappoint the employee. (It is clearly understood by the parties that this means the employee is appointed at the Superintendent's option for the fourth year, but reappointment thereafter will be automatic subject to the reasons set forth in subparagraph (A) (See applicable Board Policy).

B. To be considered a full year under (A) above, the employee must have actually worked more than fifty percent (50%) plus 1 of the days he was scheduled and may have no unapproved absences during this anniversary year.

C. All current employees with three (3) or more consecutive full years of service as a full time employee as of the date the Superintendent formally recommended appointment for the 1990-91 school year shall be deemed to have met the three (3) year requirement (that means these employee who met the requirements of subparagraph (B) and were appointed by the Superintendent for the 1990-91 school year will be re-appointed subject to (A) above.) Those current employees with less than three (3) years shall be given credit towards meeting the three (3) year requirement based on the conditions set forth in subparagraph (B) above.

**Section 4: Discipline and Discharge.** When the discipline of a staff member becomes necessary, the standard shall be just cause and such action shall be in proportion to the employee's offense or misconduct, consistent with appropriate procedural and substantive due process, law, and/or the specific provisions of this agreement. Management shall have (10) working days, as defined in Article VII, to initiate any action against an employee that could lead to discipline or discharge. The ten (10) day limit starts when management learns of any cause which may be subject to disciplinary action.

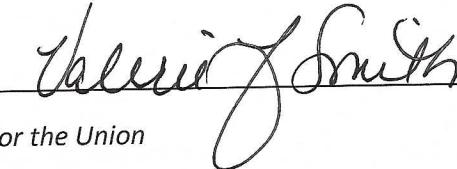
**Section 5: Right to Representation.** In any meeting called by a member of management with an employee to consider disciplinary action against the employee, including fact-finding meetings, the employee shall be advised that the meeting concerns potential disciplinary action and be allowed to have representation at the meeting. When a meeting is called by a member of management that does not involve possible discipline of the employee, the employee shall attend and shall not be entitled to representation by the Union or anyone else. If the employee reasonably believes that a meeting could lead to discipline, the employee may request to have representation at the meeting.



for the Board

1/28/24

Date



for the Union

1/28/24

Date