

*“LEVEL III – ADVISORY HEARING PROCEDURE”*

- 31.3.6 *If the grievance is not resolved at Level II (31.3.4) or if no written decision was rendered within ten (10) days following the Level II meeting, CVCEO may proceed to Level III by submitting a written request for advisory arbitration to the District’s Assistant Superintendent of Human Resources. The written request must be submitted within thirty five (35) days after issuance of a written decision or thirty five (35) days after the Level II meeting if no written decision was rendered.*
- 31.3.7 *CVCEO and the District shall attempt to select a mutually agreeable neutral hearing officer. If no agreement can be reached within ten (10) days after the grievance is submitted to advisory arbitration, the Parties shall request the State Mediation and Conciliation Service provide a list of seven (7) names of individuals with offices in Southern California (San Diego, Orange, Los Angeles, Riverside, San Bernardino, or Imperial County) who are experienced in hearing grievances in public schools and are members of the California State Bar. Each party shall alternately strike a name until only one (1) name remains. The remaining individual shall be the hearing officer. The order of the striking shall be determined by lot.*
- 31.3.8 *Within twenty (20) days of the selection of the hearing officer, the Parties shall attempt to select a mutually agreeable hearing date. If the Parties are unable to agree on a hearing date, the hearing officer shall have the authority to select the date. The hearing officer shall conduct an evidentiary hearing. The Parties may present witnesses and documents in support of their positions. The formal rules of evidence will not apply. Hearsay evidence will be admissible, but the hearing officer will determine the proper weight to be accorded the hearsay evidence. The hearing officer may exclude any evidence that he/she deems irrelevant or duplicative.*
- 31.3.9 *After a hearing and after the Parties have had an opportunity to make written arguments, the hearing officer shall submit in writing to the Parties and the Governing Board his/her findings of fact and recommendations and shall set forth his/her reasoning and conclusions on the issues submitted. The hearing officer’s recommendations shall be advisory only. The hearing officer shall have no power or authority to make any decision that requires the commission of an act prohibited by law or that is in violation of this Agreement. The hearing officer shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.*
- 31.3.10 *Unless otherwise agreed to by the Parties, a transcript of the hearing may be taken by a certified shorthand reporter. The cost for the transcription and all costs for the services of the hearing officer, including but not limited to, per*

*diem expenses, travel and subsistence expenses, will be borne equally by the District and CVCEO. All other expenses, including, but not limited to, attorneys' fees and costs, will be borne by the party incurring them. Unless otherwise agreed, the Parties shall alternate selecting the location of each hearing. Unless mutually agreed on by the Parties, no hearing shall be held more than 10 miles outside the boundaries of the District.*

- 31.3.11 Within thirty (30) days of the Governing Board's receipt of the hearing officer's issuance of a recommendation, either Party may appeal the recommendation to the Governing Board, by notifying the secretary to the Governing Board in writing. The Governing Board shall act on the appeal within sixty (60) days of the appeal and shall issue a final decision. If the Governing Board decides to reject the hearing officer's recommendations in whole or in part, the Governing Board shall state with specificity the reasons for the rejection, including the evidence or facts which form the basis for such decision. The decision of the Governing Board shall be in writing and shall be final.*
- 31.3.12 If neither Party appeals the hearing officer's recommendation pursuant to Section 31.3.11, the Governing Board shall consider the recommendation and make a final decision. In the event that the Governing Board rejects and/or modifies the hearing officer's recommendation when no party has appealed the recommendation, either Party may, within thirty (30) days of the Governing Board's decision, request a reconsideration of the decision. The Governing Board shall act on the request for reconsideration within sixty (60) days of its receipt of the request and issue a decision. However, the request for reconsideration shall not stay implementation of the Governing Board's decision. The Governing Board's decision following the request for reconsideration shall be in writing and final.*
- 31.3.13 If either Party wishes to address the Governing Board regarding the appeal of the hearing officer's recommendation or request for reconsideration prior to the Governing Board issuing a final decision, it must notify the Governing Board of that request within 15 days of the Governing Board's receipt of the appeal or request for reconsideration. Upon such request, the Governing Board shall notify the Parties of the date they will be permitted to address the Governing Board. On that date, each Party will be provided 15 minutes to present its argument to the Governing Board and a five minute rebuttal.*
- 41.3 The District will provide permanent employees with a written notice of intent to suspend or terminate employment. The notice will inform the employee of the disciplinary action proposed, the reasons for the proposed action, and the effective date of the proposed action. The notice will further inform the employee of his/her right to respond to the notice, the deadline for responding, to whom to respond, and that the employee has a right to be represented by the Organization. The employee will have the right to respond*

*in writing or at a pre-disciplinary conference within ten (10) days of the delivery of the notice, which may be extended by mutual agreement.*

*After review of the timely response, the District will inform the employee in writing whether it intends to proceed with the proposed action and the employee's right to an advisory hearing on such charges. If, following the pre-disciplinary conference, the District representative who conducted that conference determines that the employee should be dismissed from employment, the dismissal may be implemented immediately upon receipt by the employee of the written notice of intent to proceed and the District may immediately place the employee in unpaid status. However, nothing in this paragraph limits the employee's right to challenge the dismissal in accordance with the procedures described herein.*

- 41.4 *Within five (5) days of an employee's receipt of a written notice of intent to proceed, the employee may request that CVCEO submit the proposed discipline to advisory arbitration. If CVCEO, in its sole discretion, chooses to submit the proposed discipline to advisory arbitration, it must do so within thirty-five (35) days of the effective date of the discipline. Advisory arbitration for proposed discipline shall be conducted in accordance with the procedures set forth in Articles 31.3.7 – 31.3.13.*