

ARTICLE 4 - UNIT MEMBER RIGHTS

A. Non-Discrimination

Neither the Association nor the District shall unlawfully discriminate against any unit member with respect to the application of the specific provisions in this Agreement, including but not limited to, the basis of age, sex, national origin, physical handicap, political affiliation, domicile, marital status, race, color, creed, religion, membership in an employee organization or participation in the activities of an employee organization.

B. Complaints Against Unit Members

1. The Superintendent or designee shall investigate all complaints. If, through the investigative process, the District determines that the allegations are substantiated, the unit member shall be notified of the findings and given ten (10) working days to submit a written statement to be attached to the findings before it is placed in the unit member's personnel file.
2. If, through the investigative process, the District determines that the complaint was unsubstantiated, the unit member shall be notified in writing that the complaint was unsubstantiated. Unsubstantiated complaints will not be included in the unit member's official personnel file.

C. Unit members who develop materials on their own non-compensated off-duty time shall retain all rights to those materials.

D. By mutual consent of the District and unit member, the District may audio/video tape unit members in their classrooms, but such tapes shall not be used for evaluation purposes.

E. Student Discipline

Each school site shall provide its unit members with a written description of the rights, responsibilities and duties of unit members with respect to student discipline, including but not limited to, policies regarding the state law prohibiting corporal punishment, child abuse, harassment, expected student performance and the right to suspend students pursuant to Education Code provisions and Board Policy.

F. Assault or Theft

1. Unit members shall promptly report cases of assault and/or battery suffered by them in connection with their employment to their immediate supervisor. The unit member and supervisor have a legal obligation to notify law enforcement authorities.
2. Absence or disability resulting from injuries within this section shall be treated as industrial accidents. Unit members shall suffer no loss of wages or benefits.
3. Damage or theft of a unit member's personal property used for instruction shall be covered by the District insurance, if the unit member has received prior approval for its use from their site administrator.

G. Conversion of Temporary Teachers to Probationary Status

1. A temporary teacher shall not be converted to probationary status while in a teaching assignment for a certificated employee on an approved leave of absence.

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2. A temporary teacher who serves during one (1) school year for at least 75% of the number of days of the regular school year and performs the duties normally required of a certificated employee, shall be deemed to have served a complete school year as a probationary employee for the following school year.
3. Article 4, Section G does not apply to Preschool Teachers and Preschool Associate Teachers.
4. Article 4, Section G does not apply to District's Junior Reserve Officer Training Corps (Jr.ROTC) Instructors.