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ARTICLE IX

Safety Conditions of Employment

- A. The District shall be responsible for providing and maintaining buildings/facilities for unit members consistent with state health and safety regulations.
- B. Employees shall report potentially unsafe or existent unsafe conditions of the physical building/facility in writing to their immediate manager.
- C. The site manager or his/her designee shall investigate physical conditions at the site which are alleged in writing to be unsafe or hazardous. When the manager determines that an unsafe or hazardous physical condition exists, he/she shall take reasonable steps to temporarily prevent accidents and shall within forty-eight (48) hours also take action he/she deems necessary to correct the condition. Upon request, the unit member will be notified of the status of the repair.
- D. Employees shall be responsible for complying with published District safety standards applicable to each employee's job responsibility and for practicing basic safety measures. The District agrees to provide on-going opportunity for unit members to make suggestions and recommendations to the site manager affecting the safety of employees through site safety committees.
- E. When conditions constitute an obvious and immediate danger to the physical well-being of the employee and/or students for whom the employee is responsible, the employee shall immediately report the situation to the manager who in conjunction with the employee will render prudent and reasonable assistance in alleviating the problem.
- F. The District acknowledges the employee's statutory authority to exercise physical control of pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code, Section 48900 et seq., and in compliance with District guidance and discipline codes.
- G. Employees shall immediately report serious threat of physical harm or cases of actual assault and/or battery suffered by them in connection with their employment to their immediate manager, and to the Director, and CDC or Head Start Coordinator on the appropriate District form. All such reports shall be forwarded to the appropriate local police agency by the District in compliance with state law. If police action is desired by the employee, he/she must file a separate complaint. The District recommends that employees file such complaints with the police.
 - 1. As provided in Education Code, Section 44807, any certificated employee of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to

1 maintain order, protect property, or protect the health and safety of pupils and
2 employees, or to maintain proper and appropriate conditions conducive to learning.

- 3
4 2. As provided in Education Code, Section 35208(2), the District shall insure against
5 the personal liability of the members of the Board and of the officers and employees
6 of the District for damages for death, injury to a person, or damage or loss of property
7 caused by negligent act or omission of the member, officer, or employee when acting
8 within the scope of his office of employment.
9

10 H. The District agrees to meet the requirements of Education Code, Section 35208, relative to
11 liability insurance and to communicate to employees on the subject within the first four (4)
12 weeks of each work year.
13

14 I. The District shall compensate a bargaining unit employee for loss or damage to personal
15 clothing or personal property as defined in Labor Code, Section 3208, arising from an
16 accident while acting within the scope of his/her employment. Claims for compensation
17 must be submitted to the Chief Business and Financial Officer on the appropriate form for
18 approval.
19

- 20 1. The District shall provide for the reimbursement to employees for the loss,
21 destruction, or damage by arson, burglary or vandalism of personal property used in
22 the schools of the District, as follows:
23

24 a. Reimbursement shall be made only when approval for the use of the personal
25 property in the schools was given before the property was brought to school
26 and when the value of the property was agreed upon by the employee bringing
27 the property and the school administrator or person appointed by the
28 administrator for this purpose at the time the approval for its use was given.
29

30 b. When granted, such approval and agreed-upon value shall be in writing.
31

32 c. Reimbursement for non-insured value shall be limited to a maximum of \$500
33 per employee per year.
34

35 d. It is the employee's responsibility to provide reasonable precautions and
36 security for the approved item(s).
37

- 38 2. The District shall provide for the reimbursement of any employee's watch and other
39 jewelry that was damaged or destroyed as a result of an assault or intervention in a
40 fight while acting within the scope of employment. Reimbursement will be limited
41 to a maximum of \$500.
42

43 J. Written District guidance and discipline code and due process provisions normally will be
44 distributed to and/or reviewed with employees at the first staff meeting of the school year but
45 no later than the end of the fourth week of the school year. Employees shall be responsible

1 for being familiar with these provisions, including the appropriate application of due process
2 for students.

3
4 K. When the site administrator has been officially notified that the court has authorized the
5 release of information and such release of information does not violate the legal rights of the
6 individual student, the teacher shall be informed of any student placed in his/her class who
7 has been convicted of a violent crime. The teacher is responsible for maintaining such
8 information in strict confidence.

9
10 L. The District agrees to make available to employees information on the specific statutory
11 provisions referred to in this Article.

12
13 M. Affected teachers shall be notified of extensive non-routine maintenance projects to be
14 conducted at the school site. It is the intent of the parties that these projects will be scheduled
15 to be as non-intrusive on the instructional program as is practical. Operations schedules tree
16 trimming, grass cutting and using blowers; copies of such schedule shall be posted in
17 locations accessible to Bargaining Unit Members. [Note: Such schedules may be impacted
18 by holidays, weather, equipment and emergencies.]

19
20 N. It is not the intent of the District to require any non-medical unit member to perform
21 specialized health care services; e.g., tracheostomy care, catheterization, insulin injections.
22 If the District contemplates a change with respect to this issue, the District and Association
23 shall meet and negotiate the conditions under which such services shall be performed.

24
25 O. With the exception of temporary malfunctions, all existing classrooms will have a working
26 intraschool phone or intercom. New classrooms will have intraschool phones or intercoms
27 installed as quickly as possible but no later than twelve (12) months after the classroom is
28 utilized for instruction. During the period when no phone or intercom has been installed,
29 teachers shall be provided with cell phones within a reasonable time.

30
31 In those situations in which students are instructed in non-traditional interior areas, the
32 teacher will have access to some type of device to ensure emergency communication with
33 the school office.

34
35 P. While on District business, in the event an employee's vehicle is damaged as a result of
36 vandalism or theft, the District will reimburse the employee for the insurance deductible
37 payment in an amount not to exceed \$500 per incident.

38
39 The above is contingent upon all of the following:

40
41 1. The employee secures a police report regarding the vehicular vandalism within
42 twenty-four (24) hours of the incident.

43
44 2. The damaged vehicle was parked at an appropriate location in a legal manner on or
45 near school district property while the employee was required to be engaged in
46 District business.

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3. The employee provides the Risk Management Branch with evidence of the amount of insurance deductible payment actually made by the employee to his/her insurance company.

Q. The District will continue to work on providing technological capabilities to sites subject to funding constraints.

PARKING: A joint committee at each interested site consisting of two administrative representatives (1 school site; 1 CDC/Head Start) and two teachers will study local parking with the goal of recommending options and alternatives which will maximize adequacy and security of parking for staff. If meetings are scheduled for working time then the teacher representatives will be provided release time. If the local committee is unable to provide an adequate solution and/or need District level assistance, the committee may refer their information and recommendations to the respective Directors of the CDC and Head Start Programs and the Association.

FACULTY LOUNGE: A joint committee at each interested site consisting of two administrative representatives (1 school site; 1 CDC/Head Start) and two teachers will study availability of space. If meetings are scheduled for working time then the teacher representatives will be provided release time. If the local committee is unable to identify adequate space, the committee may refer the matter to the CDC and Head Start Director. Wherever space permits, the Director will work with the local site to provide space for a faculty lounge.

R. Each school year, the District shall post updated maps indicating the name, location, and telephone extension of each employee at the site.

S. In order to provide a safe, caring and orderly environment, the District expect civility from individuals engaging in school activities. Mutual respect, professionalism and common courtesy are essential qualities in promoting an educational and work environment free from disruptions, harassment, bullying and aggression. School district employees are expected to act in a manner that demonstrates their personal commitment to the highest ethical standards. The District Code of Ethics, are contained in Board Policy 4119.21., however in a joint effort to ensure civility, the District and Association agrees that a Joint Committee will be charged to the responsibility of developing civility language that will be proposed for consideration of the Board.