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

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

1
2 2. As provided in Education Code, Section 35208 (2), the District shall insure against
3 the personal liability of the members of the Board and of the officers and employees
4 of the District for damage for death, injury to a person, or damage or loss of property
5 caused by negligent act or omission of the member, officer, or employee when acting
6 within the scope of his office of employment.
7

8 3. Any employee who has suffered physical or psychological harm due to threat of or
9 actual assault, when acting within the scope of employment, should contact the Risk
10 Management Branch for details of District-provided assistance; i.e., workers'
11 compensation benefits, EASE, liability insurance, or other applicable benefits.
12

13 An employee who files a written report of injury or assault may either send a copy of
14 the report to TALB or, upon request, the District will forward a copy to TALB.
15

16 H. The District agrees to meet the requirements of Education Code, Section 35208 relative to
17 liability insurance and to communicate to employees on the subject within the first four (4)
18 weeks of each work year.
19

20 I. The District shall compensate a bargaining unit employee for loss or damage to personal
21 clothing or personal property as defined in Labor Code, section 3208, arising from an
22 accident while acting within the scope of his/her employment. Claims for compensation
23 must be submitted to the Chief Business and Financial Officer on the appropriate form for
24 approval.
25

26 1. The District shall provide for the reimbursement to employees for the loss or
27 destruction, or damage by arson, burglary or vandalism of personal property used in
28 the schools of the District, as follows:
29

30 a. Reimbursement shall be made only when approval for the use of the personal
31 property in the schools was given before the property was brought to school
32 and when the value of the property was agreed upon by the employee bringing
33 the property and the school administrator or person appointed by the
34 administrator for this purpose at the time the approval for its use was given.
35

36 b. When granted, such approval and agreed-upon value shall be in writing.
37

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

40 d. It is the employee's responsibility to provide reasonable precautions and
41 security for the approved item(s).
42

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

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 1
2 J. Written District guidance and discipline codes and due process provisions normally will be
3 distributed to and/or reviewed with employees at the first staff meeting of the school year but
4 no later than the end of the fourth week of the school year. Employees shall be responsible
5 for being familiar with these provisions, including the appropriate application of due process
6 for students.
7
- 8 K. When the site administrator has been officially notified that the court has authorized the
9 release of information and such release of information does not violate the legal rights of the
10 individual student, the teacher shall be informed of any student placed in his/her class who
11 has been convicted of a violent crime. The teacher is responsible for maintaining such
12 information in strict confidence.
13
- 14 Pursuant to Education Code Section 49079, the District shall notify the teacher of each pupil
15 who, within the preceding three years, has engaged in acts which violated any of the
16 subdivisions of Education Code section 48900, except for subdivision (h), 48900.2, 48900.3,
17 48900.4 or 48900.7, or that the pupil is reasonably suspected to have engaged in such acts;
18 provided the District has written records of such conduct which it either maintains in the
19 ordinary course of business or which it has received from law enforcement. Any information
20 received by the teacher under this section shall be maintained in confidence, used only for
21 the limited purpose for which it was provided and shall not be further disseminated by the
22 receiving teacher.
23
- 24 L. The District agrees to make available to employees information on the specific statutory
25 provisions referred to in this Article.
26
- 27 M. Affected teachers shall be notified of extensive non-routine maintenance projects to be
28 conducted at the school site. It is the intent of the parties that these projects will be scheduled
29 to be as non-intrusive on the instructional program as is practical.
30
- 31 Operations schedules tree trimming, grass cutting and using blowers; copies of such schedule
32 shall be posted in locations accessible to Bargaining Unit Members. [Note: Such schedules
33 may be impacted by holidays, weather, equipment and emergencies.]
34
- 35 N. It is not the intent of the District to require any non-medical unit member to perform
36 specialized health care services; e.g., tracheotomy care, catheterization, insulin injections. If
37 the District contemplates a change with respect to this issue, the District and Association
38 shall meet and negotiate the conditions under which such services shall be performed.
39
- 40 O. With the exception of temporary malfunctions, all existing classrooms will have a working
41 intraschool phone or intercom. New classrooms will have intraschool phones or intercoms
42 installed as quickly as possible but no later than twelve (12) months after the classroom is
43 utilized for instruction. During the period when no phone or intercom has been installed,
44 classroom teachers shall be provided with cell phones within a reasonable time.
45

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

1 In those situations in which students are instructed in non-traditional interior areas, the
2 teacher will have access to some type of device to ensure emergency communication with
3 the school office.
4

- 5 P. While on District business, in the event an employee’s vehicle is damaged as a result of
6 vandalism or theft, the District will reimburse the employee for the insurance deductible
7 payment in an amount not to exceed \$500 per incident.
8

9 The above is contingent upon all of the following:
10

- 11 1. The employee secures a police report regarding the vehicular vandalism within
12 twenty-four (24) hours of the incident.
13
14 2. The damaged vehicle was parked at an appropriate location in a legal manner on or
15 near school district property while the employee was required to be engaged in
16 District business.
17
18 3. The employee provides the Risk Management Branch with evidence of the amount
19 of insurance deductible payment actually made by the employee to his/her insurance
20 company.
21

- 22 Q. District Safety Committee: TALB may have the greater of three (3) representatives on the
23 committee or the number of representatives from any non-certificated bargaining units(s).
24 Release time will be provided for those meetings scheduled during duty time.
25

- 26 R. Each school year, the District shall post updated maps indicating the name, location, and
27 telephone extension of each employee at the site.
28

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