

ARTICLE IX

Safety Conditions of Employment

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- 5 A. The District shall be responsible for providing and maintaining buildings/facilities for unit
6 members consistent with state health and safety regulations.
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- 8 B. Employees shall report potentially unsafe or existent unsafe conditions of the physical
9 building/facility in writing to their immediate manager.
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- 11 C. The site manager or his/her designee shall investigate physical conditions at the site which
12 are alleged in writing to be unsafe or hazardous. When the manager determines that an unsafe
13 or hazardous physical condition exists, he/she shall take reasonable steps to temporarily
14 prevent accidents and shall within forty-eight (48) hours also take action he/she deems
15 necessary to correct the condition. Upon request, the unit member will be notified of the
16 status of the repair.
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- 18 D. Employees shall be responsible for complying with published District safety standards
19 applicable to each employee’s job responsibility and for practicing basic safety measures.
20 Each site shall test emergency bells through scheduled drills. The dates of the drills will be
21 available upon request in the site office for review. The District agrees to provide on-going
22 opportunity for unit members to make suggestions, recommendations and collaborate with
23 the site manager regarding the safety of employees through site safety committees.
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- 25 E. When conditions constitute an obvious and immediate danger to the physical well-being of
26 the employee and/or students for whom the employee is responsible, the employee shall
27 immediately report the situation to the manager who in conjunction with the employee will
28 render prudent and reasonable assistance in alleviating the problem. Safety committees at
29 each site shall develop and/or review energy communication procedures to address
30 classroom and site emergencies.
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- 32 F. The District acknowledges the employee’s statutory authority to exercise physical control of
33 pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code,
34 Section 48900 et seq., and in compliance with District guidance and discipline codes.
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- 36 G. Employees shall immediately report serious threat of physical harm or cases of actual assault
37 and/or battery suffered by them in connection with their employment to their immediate
38 manager to submit the appropriate district form. All such reports shall be forwarded to the
39 appropriate local police agency by the District in compliance with state law. If police action
40 is desired by the employee, he/she must file a separate complaint. The District recommends
41 that employees file such complaints with the police.
42
- 43 1. As provided in Education Code, Section 44807, any certificated employee of a school
44 district shall not be subject to criminal prosecution or criminal penalties for the
45 exercise, during the performance of his/her duties, of the same degree of physical
46 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.

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

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

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

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

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

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

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

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

c. Reimbursement for non-insured value shall be limited to a maximum of \$600 per employee per year.

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

- 1 2. The District shall provide for the reimbursement of any employee’s watch and other
2 jewelry that was damaged or destroyed as a result of an assault or intervention in a
3 fight while acting within the scope of employment. Reimbursement will be limited
4 to a maximum of \$600.
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- 6 J. Written District guidance and discipline codes and due process provisions normally will be
7 distributed to and/or reviewed with employees at the first staff meeting of the school year but
8 no later than the end of the fourth week of the school year. Employees shall be responsible
9 for being familiar with these provisions, including the appropriate application of due process
10 for students.
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- 12 K. When the site administrator has been officially notified that the court has authorized the
13 release of information and such release of information does not violate the legal rights of the
14 individual student, the teacher shall be informed of any student placed in his/her class who
15 has been convicted of a violent crime. The teacher is responsible for maintaining such
16 information in strict confidence.
17
- 18 Reasonable effort will be made to have the suspension logged in Synergy prior to the
19 student’s return, for any student who has been suspended for a violent or threatening act on
20 campus.
21
- 22 Pursuant to Education Code Section 49079, the District shall notify the teacher of each pupil
23 who, within the preceding three years, has engaged in acts which violated any of the
24 subdivisions of Education Code section 48900, except for subdivision (h), 48900.2, 48900.3,
25 48900.4 or 48900.7, or that the pupil is reasonably suspected to have engaged in such acts;
26 provided the District has written records of such conduct which it either maintains in the
27 ordinary course of business or which it has received from law enforcement. Any information
28 received by the teacher under this section shall be maintained in confidence, used only for
29 the limited purpose for which it was provided and shall not be further disseminated by the
30 receiving teacher.
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- 32 L. The District agrees to make available to employees information on the specific statutory
33 provisions referred to in this Article.
34
- 35 M. Affected teachers shall be notified of extensive non-routine maintenance projects to be
36 conducted at the school site. It is the intent of the parties that these projects will be scheduled
37 to be as non-intrusive on the instructional program as is practical.
38
- 39 Operations schedules tree trimming, grass cutting and using blowers; copies of such schedule
40 shall be posted in locations accessible to Bargaining Unit Members. [Note: Such schedules
41 may be impacted by holidays, weather, equipment and emergencies.]
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- 43 N. It is not the intent of the District to require any non-medical unit member to perform
44 specialized health care services; e.g., tracheotomy care, catheterization, insulin injections. If
45 the District contemplates a change with respect to this issue, the District and Association
46 shall meet and negotiate the conditions under which such services shall be performed.

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

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

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 12 P. While on District business, in the event an employee’s vehicle is damaged as a result of
 13 vandalism or theft, the District will reimburse the employee for the insurance deductible
 14 payment in an amount not to exceed \$600 per incident.

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 16 The above is contingent upon all of the following:

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 18 1. The employee secures a police report regarding the vehicular or theft vandalism
 19 within twenty-four (24) hours of the incident.
 20
 21 2. The damaged vehicle was parked at an appropriate location in a legal manner on or
 22 near school district property while the employee was required to be engaged in
 23 District business.
 24
 25 3. The employee provides the Risk Management Branch with evidence of the amount
 26 of insurance deductible payment actually made by the employee to his/her insurance
 27 company.
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29 Q. District Safety Committee: TALB may have the greater of three (3) representatives on the
 30 committee or the number of representatives from any non-certificated bargaining units(s).
 31 Release time will be provided for those meetings scheduled during duty time.
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33 R. Each school year, the District shall post updated maps indicating the name, location, and
 34 telephone extension of each employee at the site.
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36 S. In order to provide a safe, caring and orderly environment, the District expects civility from
 37 individuals engaging in school activities. Mutual respect, professionalism and common
 38 courtesy are essential qualities in promoting an educational and work environment free from
 39 disruptions, harassment, bullying and aggression. School district employees are expected to
 40 act in a manner that demonstrates their personal commitment to the highest ethical standards.
 41 The District Code of Ethics are contained in Board Policy 4119.21., however in a joint effort
 42 to ensure civility, the District and Association agree that a Joint Committee will be charged
 43 with the responsibility of developing civility language that will be proposed for consideration
 44 to the Board.
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1 T. If the District determines that a student has committed an expellable act, as defined in
2 Education Code 48915 (a)(1), against a teacher, the student will be removed from the affected
3 teacher’s class and reasonable effort will be made to avoid placing the student in the affected
4 teacher’s classroom during re-entry consideration. The site principal will meet with the
5 affected teacher(s) and develop a behavior contract for the student and outline teacher
6 support.
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