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ARTICLE IX

Safety Conditions of Employment

- 5 A. The District shall be responsible for providing and maintaining buildings/facilities for unit
6 members consistent with state health and safety regulations.
7
- 8 B. Employees shall report potentially unsafe or existent unsafe conditions of the physical
9 building/facility in writing to their immediate manager.
10
- 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, reasonable steps shall be taken to temporarily prevent
14 accidents and necessary action to correct the condition shall be taken within forty-eight (48)
15 hours. Upon request, the unit member will be notified of the status of the repair.
16
- 17 D. Employees shall be responsible for complying with published District safety standards
18 applicable to each employee's job responsibility and for practicing basic safety measures.
19 Each site shall test emergency bells through scheduled drills. The dates of the drills will be
20 available upon request in the sit office or review. The District shall provide teacher access to
21 the assigned emergency gates, buildings, and classrooms associated with each teacher's
22 assignment during office hours. A teacher assigned a smaller office space will meet with the
23 site administrator or designee to designate available offices or conference rooms for
24 scheduled student groups, parent conferences and/or IEPs. The District agrees to provide
25 on-going opportunity for unit members to make suggestions, recommendations and
26 collaborate with the site manager regarding the safety of employees through site safety
27 committees.
28
- 29 E. When conditions constitute an obvious and immediate danger to the physical well-being of
30 the employee and/or students for whom the employee is responsible, the employee shall
31 immediately report the situation to the manager who in conjunction with the employee will
32 render prudent and reasonable assistance in alleviating the problem. Safety committees at
33 each site shall develop and/or review emergency communication procedures to address
34 classroom and site emergencies.
35
- 36 F. Employees shall immediately report serious threat of physical harm or cases of actual
37 assault and/or battery suffered by them in connection with their employment to their
38 immediate manager, and to the Director, and CDC or Head Start Coordinator, and submit
39 a report via the electronic submission process developed by the District. Site managers
40 and Human Resources will receive a copy of the report. All such reports shall be forwarded
41 to the appropriate local police agency by the District in compliance with state law. If police
42 action is desired by the employee, the employee file a separate complaint. The District
43 recommends that employees file such complaints with the police.
44
- 45 1. As provided in Education Code, Section 44807, certificated employee of a school
46 district shall not be subject to criminal prosecution or criminal penalties for the

1 exercise, during the performance of their duties, of the same degree of physical
 2 control over a pupil that a parent would be legally privileged to exercise but which
 3 in no event shall exceed the amount of physical control reasonably necessary to
 4 maintain order, protect property, or protect the health and safety of pupils and
 5 employees, or to maintain proper and appropriate conditions conducive to learning.
 6

- 7 2. As provided in Education Code, Section 35208(2), the District shall insure against
 8 the personal liability of the members of the Board and of the officers and employees
 9 of the District for damages for death, injury to a person, or damage or loss of property
 10 caused by negligent act or omission of the member, officer, or employee when acting
 11 within the scope of the office of employment.
 12

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

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

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

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

33 b. When granted, such approval and agreed-upon value shall be in writing.
 34

35 c. Reimbursement for non-insured value shall be limited to a maximum of \$600
 36 per employee per year.
 37

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

- 41 2. The District shall provide for the reimbursement of any employee's watch and other
 42 jewelry that was damaged or destroyed as a result of an assault or intervention in a
 43 fight while acting within the scope of employment. Reimbursement will be limited
 44 to a maximum of \$600.
 45

- 1 I. Written District guidance and discipline code and due process provisions will be distributed
2 to and/or reviewed with employees at the first staff meeting of the school year. Employees
3 shall be responsible for being familiar with these provisions, including the appropriate
4 application of due process for students.
5
- 6 J. When the site administrator has been officially notified that the court has authorized the
7 release of information and such release of information does not violate the legal rights of the
8 individual student, the teacher shall be informed of any student placed in the class who has
9 been convicted of a violent crime. The teacher is responsible for maintaining such
10 information in strict confidence.
11
- 12 K. The District agrees to make available to employees information on the specific statutory
13 provisions referred to in this Article.
14
- 15 L. Affected teachers shall be notified of extensive non-routine maintenance projects to be
16 conducted at the school site. It is the intent of the parties that these projects will be scheduled
17 to be as non-intrusive on the instructional program as is practical. Operations schedules tree
18 trimming, grass cutting and using blowers; copies of such schedule shall be posted in
19 locations accessible to Bargaining Unit Members. [Note: Such schedules may be impacted
20 by holidays, weather, equipment and emergencies.]
21
- 22 M. It is not the intent of the District to require any non-medical unit member to perform
23 specialized health care services; e.g., tracheostomy care, catheterization, insulin injections.
24 If the District contemplates a change with respect to this issue, the District and Association
25 shall meet and negotiate the conditions under which such services shall be performed.
26
- 27 N. With the exception of temporary malfunctions, all existing classrooms will have a working
28 intraschool phone or intercom. Sites will have a designated emergency phone extension for
29 classroom to office communication for emergencies. New classrooms will have intraschool
30 phones or intercoms installed as quickly as possible but no later than twelve (12) months
31 after the classroom is utilized for instruction. During the period when no phone or intercom
32 has been installed, teachers shall be provided with cell phones within a reasonable time.
33
- 34 In those situations in which students are instructed in non-traditional interior areas, the
35 teacher will have access to some type of device to ensure emergency communication with
36 the school office. Sites will develop a communication plan for when the internet is down.
37 All sites will have a specific reporting process for emergencies as defined by the site’s safety
38 committee.
39
- 40 O. While on District business, in the event an employee's vehicle is damaged as a result of
41 vandalism or theft, the District will reimburse the employee for the insurance deductible
42 payment in an amount not to exceed \$600 per incident.
43

44 The above is contingent upon all of the following:
45

- 1 1. The employee secures a police report regarding the vehicular vandalism or theft
- 2 within twenty-four (24) hours of the incident.
- 3
- 4 2. The damaged vehicle was parked at an appropriate location in a legal manner on or
- 5 near school district property while the employee was required to be engaged in
- 6 District business.
- 7
- 8 3. The employee provides the Risk Management Branch with evidence of the amount
- 9 of insurance deductible payment actually made by the employee to his/her insurance
- 10 company.
- 11

12 P. The District will continue to work on providing technological capabilities to sites subject to

13 funding constraints.

14

15 **PARKING:** A joint committee at each interested site consisting of two administrative

16 representatives (1 school site; 1 CDC/Head Start) and two teachers will study local parking

17 with the goal of recommending options and alternatives which will maximize adequacy and

18 security of parking for staff. If meetings are scheduled for working time then the teacher

19 representatives will be provided release time. If the local committee is unable to provide an

20 adequate solution and/or need District level assistance, the committee may refer their

21 information and recommendations to the respective Directors of the CDC and Head Start

22 Programs and the Association.

23

24 **FACULTY LOUNGE:** A joint committee at each interested site consisting of two

25 administrative representatives (1 school site; 1 CDC/Head Start) and two teachers will study

26 availability of space. If meetings are scheduled for working time then the teacher

27 representatives will be provided release time. If the local committee is unable to identify

28 adequate space, the committee may refer the matter to the CDC and Head Start Director.

29 Wherever space permits, the Director will work with the local site to provide space for a

30 faculty lounge.

31

32 Q. Each school year, the District shall post updated maps indicating the name, location, and

33 telephone extension of each employee at the site.

34

35 R. In order to provide a safe, caring and orderly environment, the District expect civility from

36 individuals engaging in school activities. Mutual respect, professionalism and common

37 courtesy are essential qualities in promoting an educational and work environment free from

38 disruptions, harassment, bullying and aggression. School district employees are expected to

39 act in a manner that demonstrates their personal commitment to the highest ethical standards.

40 The District Code of Ethics, are contained in Board Policy 4119.21., however in a joint effort

41 to ensure civility, the District and Association agrees that a Joint Committee will be charged

42 with the responsibility of developing civility language that will be proposed for consideration

43 of the Board.

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