

## 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 designee shall investigate physical conditions at the site which are  
12 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.  
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- 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 site office for review. The District shall provide teachers access  
21 to the assigned emergency gates, buildings, and classrooms associated with each teachers'  
22 assignment during office hours. A teacher assigned in a smaller office space will meet with  
23 the site administrator or designee to designate available offices or conference rooms for  
24 scheduled student groups, parent conference and/or IEPs. The District agrees to provide on-  
25 going opportunity for unit members to make suggestions, recommendations and collaborate  
26 with the site manager regarding the safety of employees through site safety committees.  
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- 28 E. When conditions constitute an obvious and immediate danger to the physical well-being of  
29 the employee and/or students for whom the employee is responsible, the employee shall  
30 immediately report the situation to the manager who in conjunction with the employee will  
31 render prudent and reasonable assistance in alleviating the problem. Safety committees at  
32 each site shall develop and/or review energy communication procedures to address  
33 classroom and site emergencies.  
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- 35 F. The District acknowledges the employee's statutory authority to exercise physical control of  
36 pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code,  
37 Section 48900 et seq., and in compliance with District guidance and discipline codes.  
38 Bargaining unit members are not required to break-up physical altercations.  
39
- 40 G. Employees shall immediately report serious threat of physical harm or cases of actual assault  
41 and/or battery suffered by them in connection with their employment to their immediate  
42 manager and submit a report via the electronic submission process developed by the District.  
43 Site managers and Human Resources will receive a copy of the report. All such reports shall  
44 be forwarded to the appropriate local police agency by the District in compliance with state  
45 law. If police action is desired by the employee, the employee may file a separate complaint.  
46 The District recommends that employees file such complaints with the police.

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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 their 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.
  - 10 2. As provided in Education Code, Section 35208 (2), the District shall insure against  
11 the personal liability of the members of the Board and of the officers and employees  
12 of the District for damage for death, injury to a person, or damage or loss of property  
13 caused by negligent act or omission of the member, officer, or employee when acting  
14 within the scope of the office of employment.
  - 15  
16 3. Any employee who has suffered physical or psychological harm due to threat of or  
17 actual assault, when acting within the scope of employment, should contact the Risk  
18 Management Branch for details of District-provided assistance, i.e., workers'  
19 compensation benefits, EASE, liability insurance, or other applicable benefits.

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21 An employee who files a written report of injury or assault may either send a copy of  
22 the report to TALB or, upon request, the District will forward a copy to TALB.  
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- 24 H. The District agrees to meet the requirements of Education Code, Section 35208 relative to  
25 liability insurance and to communicate to employees on the subject within the first four (4)  
26 weeks of each work year.  
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- 28 I. The District shall compensate a bargaining unit employee for loss or damage to personal  
29 clothing or personal property as defined in Labor Code, section 3208, arising from an  
30 accident while acting within the scope of his/her employment. Claims for compensation  
31 must be submitted to the Chief Business and Financial Officer on the appropriate form for  
32 approval.  
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- 34 1. The District shall provide for the reimbursement to employees for the loss or  
35 destruction, or damage by arson, burglary or vandalism of personal property used in  
36 the schools of the District, as follows:  
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    - 38 a. Reimbursement shall be made only when approval for the use of the personal  
39 property in the schools was given before the property was brought to school  
40 and when the value of the property was agreed upon by the employee bringing  
41 the property and the school administrator or person appointed by the  
42 administrator for this purpose at the time the approval for its use was given.  
43
    - 44 b. When granted, such approval and agreed-upon value shall be in writing.  
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- 1           c.       Reimbursement for non-insured value shall be limited to a maximum of \$600  
2                   per employee per year.  
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4           d.       It is the employee’s responsibility to provide reasonable precautions and  
5                   security for the approved item(s).  
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7       2.       The District shall provide for the reimbursement of any employee’s watch and other  
8                   jewelry that was damaged or destroyed as a result of an assault or intervention in a  
9                   fight while acting within the scope of employment. Reimbursement will be limited  
10                  to a maximum of \$600.  
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12    J.       Written District guidance and discipline codes and due process provisions normally will be  
13                  distributed to and/or reviewed with employees at a staff meeting prior to the first day of the  
14                  school year. Employees shall be responsible for being familiar with these provisions,  
15                  including the appropriate application of due process for students.  
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17    K.       When the site administrator has been officially notified that the court has authorized the  
18                  release of information and such release of information does not violate the legal rights of the  
19                  individual student, the teacher shall be informed of any student placed in the class who has  
20                  been convicted of a violent crime. The teacher is responsible for maintaining such  
21                  information in strict confidence.  
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23                  Reasonable effort will be made to have the suspension logged in Synergy prior to the  
24                  student’s return, for any student who has been suspended for a violent or threatening act on  
25                  campus.  
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27                  Pursuant to Education Code Section 49079, the District shall notify the teacher of each pupil  
28                  who, within the preceding three years, has engaged in acts which violated any of the  
29                  subdivisions of Education Code section 48900, except for subdivision (h), 48900.2, 48900.3,  
30                  48900.4 or 48900.7, or that the pupil is reasonably suspected to have engaged in such acts;  
31                  provided the District has written records of such conduct which it either maintains in the  
32                  ordinary course of business or which it has received from law enforcement. Any information  
33                  received by the teacher under this section shall be maintained in confidence, used only for  
34                  the limited purpose for which it was provided and shall not be further disseminated by the  
35                  receiving teacher.  
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37    L.       The District agrees to make available to employees information on the specific statutory  
38                  provisions referred to in this Article.  
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40    M.       Affected teachers shall be notified of extensive non-routine maintenance projects to be  
41                  conducted at the school site. It is the intent of the parties that these projects will be scheduled  
42                  to be as non-intrusive on the instructional program as is practical.  
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44                  Operations schedules tree trimming, grass cutting and using blowers; copies of such schedule  
45                  shall be posted in locations accessible to Bargaining Unit Members. [Note: Such schedules  
46                  may be impacted by holidays, weather, equipment and emergencies.]

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2 N. It is not the intent of the District to require any non-medical unit member to perform  
3 specialized health care services; e.g., tracheotomy care, catheterization, insulin injections. If  
4 the District contemplates a change with respect to this issue, the District and Association  
5 shall meet and negotiate the conditions under which such services shall be performed.  
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7 O. With the exception of temporary malfunctions, all existing classrooms will have a working  
8 intraschool phone or intercom. Sites will have a designated emergency phone extension for  
9 classroom to office communication for emergencies. New classrooms will have intraschool  
10 phones or intercoms installed as quickly as possible but no later than twelve (12) months  
11 after the classroom is utilized for instruction. During the period when no phone or intercom  
12 has been installed, classroom teachers shall be provided with cell phones within a reasonable  
13 time.  
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15 In those situations in which students are instructed in non-traditional interior areas, the  
16 teacher will have access to some type of device to ensure emergency communication with  
17 the school office. Communication in emergency situations is a priority. Sites will develop  
18 a communication plan for when internet is down. All sites will have a specific reporting  
19 process for emergencies as defined by the site's safety committee.  
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21 P. While on District business, in the event any bargaining unit member's vehicle is damaged as  
22 a result of vandalism or theft, the District will reimburse the employee for the insurance  
23 deductible payment in an amount not to exceed \$600 per incident.  
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25 The above is contingent upon all of the following:  
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- 27 1. The employee secures a police report regarding the vehicular or theft vandalism  
28 within twenty-four (24) hours of the incident.  
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- 30 2. The damaged vehicle was parked at an appropriate location in a legal manner on or  
31 near school district property while the employee was required to be engaged in  
32 District business.  
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- 34 3. The employee provides the Risk Management Branch with evidence of the amount  
35 of insurance deductible payment actually made by the employee to his/her insurance  
36 company.  
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38 Q. District Safety Committee: TALB may have the greater of three (3) representatives on the  
39 committee or the number of representatives from any non-certificated bargaining units(s).  
40 Release time will be provided for those meetings scheduled during duty time.  
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42 R. Each school year, the District shall post updated maps indicating the name, location, and  
43 telephone extension of each employee at the site.  
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45 S. In order to provide a safe, caring and orderly environment, the District expects civility from  
46 individuals engaging in school activities. Mutual respect, professionalism and common

1 courtesy are essential qualities in promoting an educational and work environment free from  
2 disruptions, harassment, bullying and aggression. School district employees are expected to  
3 act in a manner that demonstrates their personal commitment to the highest ethical standards.  
4 The District Code of Ethics are contained in Board Policy 4119.21., however in a joint effort  
5 to ensure civility, the District and Association agree that a Joint Committee will be charged  
6 with the responsibility of developing civility language that will be proposed for consideration  
7 to the Board.  
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- 9 T. If the District determines that a student has committed an expellable act, as defined in  
10 Education Code 48915 (a)(1), against a teacher, the student will be removed from the affected  
11 teacher’s class and reasonable effort will be made to avoid placing the student in the affected  
12 teacher’s classroom during re-entry consideration. The site principal will meet with the  
13 affected teacher(s) and develop a behavior contract for the student and outline teacher  
14 support.  
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- 16 U. As required by law, the district will provide school nurses with adequate PPE and other safety  
17 gear necessary to adequately fulfill their job duties.  
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