

ARTICLE 13 - SAFETY CONDITIONS

Section 1. General

Employees shall not be required to work under unsafe conditions or to perform tasks in facilities which endanger their health or safety. In the event that a dangerous situation seems likely to occur off campus (i.e., field, trip, etc.), the employee shall so notify the site administrator who shall take appropriate action to maintain a safe environment.

Section 2. Accommodations

The District shall make available in each work location restroom and lavatory facilities exclusively for the employees' use, and where feasible within the existing building structure, an employee rest area shall be provided for use during lunch period and breaks. Provisions for such facilities and rest areas will be made in all future buildings.

Section 3. Campus and Classroom Access Controls

The District shall implement a badge identification system and visitation permit system at the school sites for the purpose of monitoring access to the school campus and to the classrooms. The system includes appropriate posted notices prohibiting unauthorized entry, and shall also include photo badges for District personnel not regularly assigned to that site and temporary badges for substitute employees and for visitors.

In situations involving classroom visits by persons who are not District employees, not authorized volunteer workers, and not accompanied by an administrator or designee, teachers shall be notified in advance as to the identity of the authorized visitor(s) and the time and purpose of the classroom visitations.

Section 4. Emergency Communication System

As the District proceeds with its various renovation and construction projects, it shall continue to treat as a high priority the installation of classroom telephone equipment with outside emergency communication capability, as well as classroom-to-office capacity.

Section 5. Emergency Kits

The District shall maintain its emergency supply kit system at all schools. The District shall notify employees of the location of such supplies.

Section 6. Heat Control

The District shall install fixture-type ceiling fans in all bungalows which are not air-conditioned. Subject to budget constraints, the District will establish the replacement of heat reduction items (typically window coverings) as a high priority within the maintenance budget.

Section 7. Safety Committee

Each school site shall have a Safety/Emergency Procedures Committee. The Committee shall include an equal number of teachers, administrators and classified personnel to be selected by representatives of each group. The Committee may augment its membership with parent, student and/or other representation. The Committee shall review school needs and plans in the area of general school safety and emergency disaster procedures. Conditions which cannot be corrected at the site level shall be referred to the District Safety Committee. The Association shall be represented on the District Safety Committee.

Section 8. Property Loss Reimbursement

Subject to the following conditions and limitations, the District shall reimburse employees for loss, destruction, or damage by arson, burglary, or vandalism of the employee's personal instructional property on the site premises, provided that the employee exercised due care regarding custody and security of the property. To qualify for reimbursement, such property must have previous written authorization by the District (on a District-approved form) to be on the site.

In addition, an employee may be reimbursed for job-related vandalism of the employee's vehicle, subject to the following limitations and procedures. Vandalism is an intentional personal act of damage or destruction; it is not an accident, or negligence or vehicle-on-vehicle damage. First, the vehicle must at the time of damage have been parked during the professional workday, on school property or adjacent area normally used for employee parking. Second, the incident must be immediately reported by the employee to the school administrator, and to local law enforcement. Third, reimbursements shall be limited to losses which exceed \$50; maximum reimbursement is \$300, and claims are limited to losses not reimbursable from the employee's insurance (payment by the District shall not exceed the applicable policy deductible).

The aggregate of all payments made pursuant to this Section for all losses occurring within any fiscal year shall not exceed \$7,500. Claimants shall file a claim, on a District-approved form, within fifteen (15) days of the date of the loss. District reimbursement is limited to repair or replacement but in no case in excess of actual cash value. Decisions as to such claims shall be made by a standing committee of the Association President and District's Chief Business and Financial Officer, or designees, so that their decisions will be based on some experience, continuity, and consistency. Such decisions are to be issued within six (6) weeks of the claim being filed. Such decisions lie within the exclusive and unreviewable discretion of that committee, and are not subject to grievance or arbitration under Article 3.

Section 9. Employee Responsibility for Safety Matters

In addition to employees' responsibility for reporting any matters required by the Child Abuse Reporting obligations, employees are responsible for reporting to school or District administration, and to law enforcement if needed, the following kinds of student conduct which threaten disruption of the educational process. Such report shall be made immediately upon observing, or upon receiving a reliable report, of such conduct:

- a. Possessing, offering, selling, using or furnishing a knife, firearm, explosive, pepper-spray or tear gas weapon or other dangerous object, or an imitation or replica which appears to be such an object;

ARTICLE 13 – SAFETY CONDITIONS

- b. Unlawfully possessing, selling, using, offering, furnishing or being under the influence of any controlled substance as defined by the Health and Safety Code, or any alcoholic beverage or intoxicant;
- c. Engaging, participating in or attempting any robbery, theft, extortion, receipt of stolen property, or vandalism;
- d. Engaging in or participating in any assault, battery, hate crime or other act of violence, or intentional infliction of physical injury to another;
- e. Engaging in, participating in or threatening any sexual assault, sexual battery, obscene or lewd act or sexual harassment;
- f. Engaging in or participating in any harassment, threats, intimidation or ridicule against a student or group of students which is severe or pervasive enough that it threatens to inflict harm upon the recipient(s), create a violent situation or to otherwise disrupt the school program; or
- g. Engaging in any other conduct, whether intentional or negligent, which causes or threatens harm to the student or to others, or which causes or threatens disruption to the school program.

The above reporting obligations apply not only as to students in the employee's class or direct supervision, but also as to observations of students while the students are (i) in other classes, (ii) under the supervision of others, (iii) on, near or going to or from school grounds at any time, (iv) attending or engaging in school-sponsored activities wherever located, or going to or from such activities.

Section 10. Removal of Students From Class

A teacher may, if necessary and without invoking the student suspension procedures set forth below, remove a student from class temporarily and refer the student to appropriate administration or guidance personnel; provided, that any of such removal measures are expected to be used only occasionally, and only after exhaustion of other disciplinary and control options.

Section 11. Suspension of Students by Teachers

A teacher also may formally suspend a pupil from the teacher's class (only) for the remainder of the day and for the following day for conduct which seriously disrupts the instructional process, including willful defiance of authority, repeated class interruptions or disruptions, or any of the conduct set forth in Section 9 above (in which case the suspension is in addition to, and not in lieu of, the teacher's reporting obligations set forth above), under the following conditions:

- a. Such student conduct must be either repeated or so serious that there are no reasonable lesser disciplinary and control options available;
- b. Such suspended students shall not be reassigned to another class during the class time affected by the suspension action, and shall not be returned to the teacher's class during the period of such suspension without the concurrence of the teacher; and

- c. Teachers utilizing this authority shall immediately (i) report the suspension to the principal or designee, (ii) notify the parents of the suspension and the reasons therefore, and (iii) arrange a meeting of the teacher, the parents, the student's counselor, and/or an administrator or other appropriate representative of the school. School administration shall upon request provide consultation and assistance in such suspension process.

Section 12. Notification Regarding Students with History of Unsafe Behavior

The District shall give notice to all teachers and counselors who are assigned a student, promptly after the District becomes aware that any of the following has occurred during the prior three years:

- a. The student has been expelled from school (including the reason for the expulsion);
- b. The student has been convicted of a crime of violence or of a crime involving carrying or using a weapon, or of a crime against the property, students or personnel of a school district;
- c. In a school-related context: the student has assaulted or intentionally caused physical injury to another, threatened bodily harm to school personnel, possessed a weapon, committed lewd or obscene acts, or engaged in serious or repeated sexual harassment.*

Any such information conveyed to an employee shall be received and retained in strict confidence for the limited purpose of assisting the student's rehabilitation and protecting the unit member, students and others, and shall not be disseminated or mentioned to others, except for private discussion on a "need to know" basis with authorized school personnel, the student's parents or law enforcement personnel.

Nothing in this section 11, or in any grievance arising under this section 11, shall create civil liability or damages liability on the part of the District.

*It is understood that there are broader notice requirements required by the Education Code (many of which are of doubtful interpretation and practicality), but the Association and the District have decided for purposes of emphasis that the above matters are at the core of such disclosure requirements from a safety perspective, and therefore should be included in the Agreement.