

ARTICLE 16

SAFETY CONDITIONS

- 16.1 The District shall provide a place of employment which is as safe as the nature of employment and assigned duties reasonably permit. Bargaining unit members shall not be required to perform duties under unsafe working conditions.
- 16.1.1 As used in this Article, "employment" shall include assigned duties and activities approved by the administration which involves student activity.
- 16.2 DISTRICT SAFETY AND HEALTH COMMITTEE
- The Association shall have the right to appoint up to three (3) representatives to the District Safety and Health Committee. Agendas of the committee may be structured by the committee.
- Any guidelines recommended by this committee shall be consistent with Federal, State, and local laws as well as the terms and conditions of this Agreement.
- 16.3 SAFETY AGENCY REPORTS
- 16.3.1 The District shall, upon receipt of a recognized agency inspection or other alleged violation, deliver a copy of said correspondence to the District Safety and Health Committee for consideration within three (3) working days.
- 16.4 STUDENT BEHAVIOR
- Bargaining unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault; provided, however, that such force does not exceed that which is needed to repel or protect from bodily injury and provided further that the bargaining unit member report any such incident to the immediate supervisor within a twenty-four (24) hour period. The above provision shall not be read as a requirement that bargaining unit members must place themselves in danger of serious injury in order to protect another employee or students from an assault.
- 16.5 Upon the determination of bargaining unit members at any site and agreement of the site administrator, a student behavior committee shall be formed.
- 16.6 The District shall provide non-confidential information on students' background to bargaining unit members, as appropriate, upon the request of the bargaining unit member and shall provide access to student records to bargaining unit members with legitimate professional interest. Such access shall be in compliance with District policies.
- 16.7 Pursuant to Section 49079 of the Education Code,
- (A) The District shall make a good faith effort to inform the bargaining unit member of every student assigned to them who has caused, or who has attempted to cause, serious bodily injury or injury, as defined in paragraphs (5) and (6) of subdivision (E) of Section 243 of the Penal Code, to another person. The District shall provide the information to the bargaining

unit member based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in this section.

- (B) The information provided shall be from the previous three (3) school years.
- (C) Any information received by a bargaining unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the bargaining unit member.

16.8 A bargaining unit member may suspend for good cause, as defined in District policy and Education Code Section 48900 any pupil from their class/class period. The suspension may be for the current day and the day following as outlined in Education Code Section 48910. See Appendix J Discipline Guidelines.

- (A) The bargaining unit member shall immediately report the suspension to the principal of the school and send the pupil to the principal or designee for appropriate action.
- (B) Within the term of suspension, the bargaining unit member shall invite the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.
- (C) A school administrator or designee shall attend the conference if the bargaining unit member or the parent or guardian so requests.
- (D) The pupil shall not be returned to the class from which they were suspended, during the term of suspension, without the agreement of the suspending bargaining unit member and the principal.
- (F) The pupil shall not be sent to another classroom during the term of the suspension without the agreement of the receiving bargaining unit member and the principal.

16.9 HOME VISITS

No bargaining unit member shall be required to enter the home of a parent/guardian or to otherwise meet with a parent/guardian at an off-campus location when the meeting may be a danger to the safety of the bargaining unit member. A bargaining unit member may determine that a meeting with a parent/guardian may result in a detriment to the student's instructional program. In either instance, the bargaining unit member shall report the circumstances to the immediate supervisor, who shall authorize an alternate parent/guardian contact method, provide for a parent/guardian meeting, or relieve the bargaining unit member of the obligation to meet with the parent/guardian.

16.10 ORIENTATION MATERIAL

As a part of the annual District orientation, a copy of any Board policies or administrative procedures then in effect regarding student discipline, corporal punishment, and suspensions shall be furnished to each new bargaining unit member. This information shall also be furnished to each bargaining unit member upon implementation of this Agreement and shall be updated as changes occur. Student discipline shall be in accordance with District policy.

16.11 DISTRICT RESPONSIBILITIES

Upon request of a bargaining unit member, the District shall provide for the defense of any criminal charges, tort, or other civil actions or proceedings brought against the bargaining unit member, in their official or individual capacity or both, due to an act or omission in the scope of their employment as an employee of the District.

The District may refuse to provide for the defense of an action or proceeding brought against a bargaining unit member if the District determines that:

- (A) The act or omission was not within the scope of the bargaining unit member's employment or
- (B) The bargaining unit member acted or failed to act because of actual fraud, corruption, or malice.
- (C) The District shall pay the bargaining unit member's deductible to a maximum of five hundred dollars (\$500) for damages resulting from vandalism or accidents on district property where the bargaining unit member is not at fault.

16.12 It is recognized that the presence of a site administrator while students are present on campus is an important component of school safety. The District will make reasonable efforts to ensure administrative coverage.

When the use of a non-management administrative designee is scheduled for fifty percent (50%) or more of the student instructional day, the administrative designee will be offered substitute coverage for their basic assignment.

16.13 School sites will work with their staff, annually, to analyze the safety conditions at duty stations at each site, and each Principal shall issue a written report to the Superintendent within sixty (60) days after the beginning of the school year to indicate steps taken by the site to correct any safety concerns. The Safety and Risk Management Office will review each plan to identify extraordinary circumstances which will be referred to the Superintendent for additional consideration.

16.14 TUBERCULOSIS EXAM

Employees shall be required to provide evidence of examination of tuberculosis every four (4) years as required by Education Code 49406.

When a bargaining unit member is required by the District to undergo a tuberculosis examination, said examination shall be at the District's expense.