

ARTICLE 16
SAFETY CONDITIONS

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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.

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.

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.

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.

1 16.5 Upon the determination of bargaining unit members at any site and agreement of
2 the site administrator, a student behavior committee shall be formed.

3 16.6 HOME VISITS

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

12 16.7 ORIENTATION MATERIAL

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

19 16.8 DISTRICT RESPONSIBILITIES

20 Upon request of a bargaining unit member, the District shall provide for the
21 defense of any criminal charges or tort or other civil action or proceedings brought against the
22 bargaining unit member, in his/her official or individual capacity or both, due to an act or
23 omission in the scope of his/her employment as an employee of the District.

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

3 16.8.1 The act or omission was not within the scope of his/her employment; or

4 16.8.2 The bargaining unit member acted or failed to act because of actual fraud,
5 corruption or malice.

6 16.9 EMPLOYMENT DEFINED

7 As used in this Article, “employment” shall include assigned duties and
8 activities approved by the administration which involves student activity.

9 16.10 TUBERCULOSIS EXAM

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

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

14 16.11 It is recognized that the presence of a site administrator while students are
15 present on campus is an important component of school safety. The District will make
16 reasonable efforts to ensure administrative coverage.

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

20 16.12 School sites will work with their staff, annually, to analyze the safety conditions
21 at duty stations at each site and each principal shall issue a written report to the Superintendent
22 within 60 days after the beginning of the school year to indicate steps taken by the site to
23 correct any safety concerns. The Safety and Risk Management Office will review each plan to

1 identify extraordinary circumstances which will be referred to the Superintendent for additional
2 consideration.

3 16.13 The District shall pay the bargaining unit member's deductible to a maximum of
4 two hundred fifty dollars (\$250) for damages resulting from vandalism or accidents on district
5 property where the bargaining unit member is not at fault.