

ARTICLE 15: SAFETY

- 15.1 It is recognized, understood and agreed by the parties to this Agreement that an employee, to the extent permitted by Education Code Section 44807 may, use reasonable force in the performance of his or her duties for self-protection or protection of students or other employees. An employee also may take reasonable action for protection of the District, student or employee property to the extent permitted by Education Code Section 44807. It is further recognized, understood and agreed that under all such circumstances, an employee must exercise mature judgment and must act and react in a reasonable and prudent manner. Ed Codes 49079, 48904 and 48905 will be followed in regards to safety.
- 15.2 Employees shall immediately report cases of assault suffered by them in connection with the performance of their duties to their immediate supervisor, who shall thereupon immediately report the incident to the Police, and then to the Superintendent.
- 15.3 The Superintendent shall comply with any reasonable request from the employee who suffered from the assault for information in the possession of the Superintendent relating to the assault or persons involved.
- 15.4 Employees shall report promptly to their immediate supervisor all conditions considered to be hazardous to the health and/or safety of pupils and/or employees.
- 15.5 The District shall take immediate steps to investigate any alleged hazardous conditions. Upon verification by a qualified person that a hazardous condition exists, the District shall take action to alleviate such hazardous condition(s) and, provide a general information to the staff and the Association in a timely manner.
- 15.6 A teacher may suspend any pupil from the teacher's class, for good cause, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal or designee and send the pupil to the principal or designee for appropriate actions. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this provision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

The District shall make available in all schools a District form to be used by a teacher in the event the teacher suspends a pupil from his or her class in accordance with this provision.

- 15.7 It is recognized, understood and agreed that the District and teachers share a joint responsibility for encouraging and supporting the resolution of pupil discipline problems. The District from time to time shall publish guidelines and copies of various laws concerning student discipline, and make them available to teachers.
- 15.8 Employees shall comply with the District's reasonable rules, regulations and directives designed to provide a safe and healthy work place.
- 15.9 Employee Identification and Visitors on Campus
- 15.9.1 The District shall annually provide an employee identification badge to each employee to be worn at all times when on District property or at District or school activities. One (1) replacement badge shall be provided annually upon the request of the employee. An additional replacement badge shall be provided if the District determines that the loss or damage was not a result of employee negligence. However, badges lost or damaged as a result of negligence will be supplied for a \$5.00 replacement charge.
- 15.9.2 A teacher shall have the right to refuse entry into the classroom by any person, until such individual(s) have obtained and presented an appropriate visitation permit from the school office or proper employee identification. Employees shall report all suspected trespassers as soon as possible to the principal. The District shall post an appropriate notice at the main entrance to each school site indicating that visitors must obtain permits.
- 15.10 The District, in accordance and consistent with the following provisions, shall reimburse employees for any verified loss, damage or destruction of personal property suffered while performing services to the District or while such personal property is on District premises. Reimbursement shall be conditioned upon the absence of negligence by the employee. The value of any item lost, damaged or destroyed without fault of the employee shall be determined as of the time of the verified loss, damage or destruction and shall include normal allowance for depreciation.
- 15.10.1 Such reimbursement to employees shall be made only if the value is more than \$25.00. The maximum reimbursement for any one incident shall be \$700.00, except in the case of vehicles where maximum reimbursement shall be \$1,250, or the vehicle insurance deductible, whichever is less. The total reimbursement for all loss, damage or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed \$7,500.00 in any fiscal year and supported by a copy of the final receipt.
- 15.10.2 Reimbursement is provided only when approval for the use of the personal property in the schools was given before the personal property was brought on District premises or before use while performing services for the District. All such prior approval shall be in writing on a District-approved form. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, or vehicles.
- 15.10.3 Claimants shall file a claim, on a District-approved form, within fifteen (15) working days of the incident with Fiscal Services. Fiscal Services shall conduct such investigation as may be necessary. The burden of proof in all cases is with

the employee seeking reimbursement.

- 15.10.4 Where reimbursement involves a vehicle, an affidavit shall be submitted to Fiscal Services by the employee, attesting to the fact that the loss, damage or destruction occurred while the employee was performing services for the District or such vehicle was on District premises. If there is damage or destruction of a vehicle, two (2) written estimates from licensed repair facilities of repair cost shall be provided to Fiscal Services. If the damage or destruction is \$1,250 or less, the District payment shall be limited to the amount of the lowest estimate and supported by a copy of the final receipt.
- 15.10.5 If the employee receives any payment from an insurance carrier for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall, in addition, have all rights of subrogation; and the employee shall execute all assignments and other documents, and cooperate and perform all other acts as required by the District in pursuing such rights of subrogation.
- 15.11 The District agrees to establish an ongoing safety committee which shall meet twice annually. The safety committee shall include four (4) representatives appointed by the Association and four (4) representatives appointed by the Superintendent or designee. The function of this committee shall be to monitor and review District safety issues and the committee shall act in an advisory capacity to the District.
- 15.12 Appropriate operations and maintenance personnel shall inspect suspected asbestos-containing material for damage or deterioration annually. Should friable asbestos be found, the District shall follow Federal Environmental Protection Agency (EPA) guidelines in reporting the findings to required groups. The friable asbestos shall be abated following EPA Guidelines.