

ARTICLE 12: SAFETY CONDITIONS OF EMPLOYMENT

12.1 A bargaining unit member shall not knowingly be required to work under unsafe conditions.

12.2 Maintenance

12.2.1 A bargaining unit member shall notify their Site Administration of any known or suspected unsafe working conditions, facilities, and equipment on the "Unsafe Conditions Report". The District shall investigate all conditions which are reported by bargaining unit members to be unsafe, hazardous, unhealthy, or potentially dangerous and will have the condition(s) appropriately addressed. The District shall institute such emergency safety precautions as it deems necessary. Site Administration will acknowledge receipt of the notice of Unsafe Conditions Report within three (3) working days. If the Site Administrator is not immediately available or does not respond promptly, the Superintendent shall be notified. They shall render a written response to the bargaining unit member.

12.2.2 As part of the year end checkout process, bargaining unit members shall submit an "Unsafe Conditions Report" for any repairs, replacements, or needed safety equipment in the classroom. Upon the return to school each year, Site Administration will provide bargaining unit members the status of repairs, replacements, and other remedies.

12.3 Emergencies

12.3.1 In case of emergencies such as fire, flood, or other acts of nature, the bargaining unit member shall exercise prudent judgment, assuring the security of all students under their charge, as far as they are able with all emergency exits clearly marked and ADA accessible. Employees must be able to open an exit route door from the inside at all times without keys, tools or special knowledge. A device such as a panic bar that locks only from the outside is permitted on exit discharge doors. (29 C.F.R. 1910.36(d)(1))

12.3.2 The District will establish appropriate procedures, including but not limited to, emergency evacuation drills held four times per academic year, procedures for intruders on campus, students displaying violent behavior and other dangerous situations. These procedures will be reviewed annually at staff meetings and made available to all bargaining unit members at the site at the beginning of the school year.

12.4 Safety Committee

12.4.1 By October 1, each site shall establish a "Safety Committee".

12.4.1.1 Each site Safety Committee will meet at least once each quarter. The site Safety Committee will establish, maintain, implement, and review the safety procedures for their site as related to California Education Code. If necessary, additional meetings may be held. Site Administration will advise site Safety Committee members of any incident(s) related to school/site safety and security.

12.4.1.2 Each site Safety Committee may request to meet with District Administration to discuss school/site safety and security concerns.

- 12.4.2 By October 1, the District shall establish a District-wide Safety Committee that meets a minimum of four (4) times per year.
 - 12.4.2.1 The committee's work will focus on safety priorities and policies established by the Board of Education and site concerns.
 - 12.4.2.2 A bargaining unit member from each site Safety Committee will participate on the District-wide Safety Committee.
 - 12.4.2.3 The Association will appoint two (2) bargaining unit members to participate on the District- wide Safety Committee.
 - 12.4.2.4 A bargaining unit member along with a District representative shall serve as co-chairs of the Committee. Co-chairs will work together to develop agendas, facilitate meetings, publish minutes, represent the committee, and provide two (2) written reports to the WUSD School Board, one (1) in the fall and one (1) in the spring.

- 12.5 Multiple means of viable communication shall be established at each site for emergencies. When bargaining unit members are assigned to be on campus at times other than during normal business hours, the Site Administrator, in consultation with the bargaining unit member, will determine whether additional safety precautions are necessary.
 - 12.5.1 An administrator or designee shall be present on campus at all times during designated hours of operation specific to each site.
 - 12.5.2 An administrator or designee shall be present at a site during all after-hours school sponsored events, such as, sporting, social or parent/family programs. If a designee is utilized, staff shall be notified, in writing, including the contact information for the designee.
 - 12.5.3 Bargaining unit members shall not be designated to direct street traffic. Each site shall facilitate the safe drop off and pick up of students. Bargaining unit members shall not be used to displace classified staff from his/her regularly scheduled duties.

- 12.6 In situations that fall within the scope of District employment, bargaining unit members may use reasonable force and means to protect themselves from attack, protect other persons or property from attack, quell a disturbance threatening physical injury to others, or obtain possession of weapons upon the person or within the control of another. Bargaining unit members shall not be required to physically intercede in altercations. Bargaining unit members are required to seek immediate assistance in such circumstances and notify Site Administration or designee as soon as possible.
 - 12.6.1 In accordance with Ed Code 44807, a bargaining unit member shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of the bargaining unit member's duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise. In no event shall this control exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.
 - 12.6.2 The District shall provide on-going safety training to staff and provide safety topics to sites to be reviewed with staff during staff meetings. The District will provide adequate

time during the contract day, at the beginning of the school year, to allow bargaining unit members to complete the required training on sexual harassment, mandated reporting and/or any other required training.

12.7 Bargaining unit members shall not be subjected to discriminatory harassment, assault, written or verbal abuse, or threat by parents and/or other individuals. Bargaining unit members shall immediately report cases of discriminatory harassment, assault, written abuse, verbal abuse, or threat suffered by them in connection with their employment to their immediate supervisor. If attacked, assaulted, or physically threatened by any pupil, the bargaining unit member will report to Site Administration and law enforcement. Once reported, bargaining unit members shall meet with Site Administration to discuss appropriate measures. Site Administration will acknowledge the receipt of the complaint in writing within three (3) working days. If the Site Administrator is not immediately available or does not respond promptly, the District Administration shall be notified. District Administration shall render a written response to the bargaining unit member. The District shall institute such emergency safety precautions as it deems necessary to ensure the safety and well-being of the bargaining unit member and notify the bargaining unit member of any measures taken. Continued harassment or abuse as defined here will be considered an unsafe condition as defined in 12.1.

12.7.1 As per Ed Code 49079, a bargaining unit member shall be provided, upon written request, to reasonable and non-confidential information in the possession of the District relating to the incident or persons involved in the assault or verbal abuse; the District may act in appropriate ways as liaison between the bargaining unit member, the police and the courts in such situations.

12.7.2 At the beginning of each school year, each site shall review safety procedures and provide instruction on how to access the District's policy for student discipline (Education Code Section 48900). A teacher may lawfully suspend any pupil from the teacher's class for any of the acts enumerated in Education Code Section 48900 and/or District policy for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. 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.

12.7.3 A pupil suspended from 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 subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

12.7.4 A teacher may also refer a pupil for any of the acts enumerated in Section 48900 and/or District policy to the principal or the principal's designee for consideration of a suspension from the school. Within five (5) school days of being notified by the teacher, the principal or designee shall notify the teacher of the status of the referral.

12.7.5 Teachers will be informed of a student who is subject to reporting according to Education Code § 49079 and the report is made available in a timely fashion to the District/School. Teachers may at any time request information about students provided that it is done in

compliance with Education Code § 49076.

- 12.7.6 Teachers will have access to all confidential disciplinary files for students in their classes. When the District receives notice that a student is on probation, the District shall promptly notify the student's teacher(s), in writing and provide contact information for the student's probation officer, if known. Probation information shall be treated as confidential. Bargaining unit members will notify the Site Administration prior to contacting the probation department.
- 12.7.7 In instances where it has been determined that a student has engaged in assault, written abuse, verbal abuse, or has threatened a bargaining unit member, a behavior contract will be written. The bargaining unit member involved will receive a copy of the behavior contract.
- 12.7.8 A Site Administrator shall review the Student Behavioral Expectations Handbook with bargaining unit members, including the Board adopted Dress Code by September 1 of each school year.
- 12.7.9 Support shall be provided to bargaining unit members to assist them with students who demonstrate emergent and immediate needs, students with a behavior support plan, and students identified through the Multi-Tiered Systems of Support process. This support shall be provided by behaviorists, mental health professionals and/or other appropriate resources.
- 12.7.10 Bargaining unit members shall not be utilized as the sole source of security. Any bargaining unit member assigned to supervision and/or security duties outside of school hours shall be provided with a functioning means of communication, necessary equipment including keys, and contact information for the administrator or designee on site.
- 12.7.11 When the District is made aware of a student's medical requirement(s), the student's teacher(s) shall be notified promptly, in writing, of the student's medical requirement(s) to the extent allowed by law (e.g., HIPAA). Classroom teachers shall not be designated the primary caregivers or placed in charge of medication or medical procedures of students. In the event of an emergency, every effort will be made to assist students. All classrooms shall be equipped with a first aid kit, including a CPR mouth barrier.
- 12.7.12 Bargaining unit members who teach students who have a 1:1 aide shall have the support of that student's assigned para-educator during the student's school day.
- 12.8 As defined herein, the District shall reimburse a bargaining unit member up to \$500.00 for any out-of-pocket loss, damage or destruction of personal property of the bargaining unit member sustained in situations that fall within the scope of District employment. A bargaining unit member may petition the Board for reimbursement beyond the stated limits.
 - 12.8.1 Upon request submitted to Site Administration, the District shall provide certificated personnel with a convenient place in the classroom or other primary work area which personal belongings can be secured at each site.
 - 12.8.2 Special equipment not provided by the District and utilized outside the instructional norm, requires prior written approval of the District. Appropriate reports to law enforcement agencies shall be filed by the bargaining unit member in case of stolen property.

- 12.8.3 A bargaining unit member filing a claim pursuant to this section shall file said claim on the District- prepared claim form no later than two (2) working days following the damage or loss of property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property.
- 12.9 A District Handbook for Parents shall be distributed to bargaining unit members and parents at the beginning of each school year. Safety information shall be included in this handbook.
- 12.10 The District shall begin an immediate program to communicate the status of work orders by providing a response to any bargaining unit member who has submitted a work order which indicates the work order has been received and is in process. The District shall conduct an annual survey by June of each year of all employees regarding the cleanliness, safety and security of all district facilities. The District will meet with a joint committee of the Association and CSEA members to discuss and review the results of the survey by September 30 of each year. The results of the survey shall be summarized in the annual report from the Risk Manager to the School Board by the final board meeting in November.
- 12.11 The District agrees to institute a system of visitor registration which requires identification for on campus visitors and an office check-in procedure. Should an individual fail to comply with the visitors' registration check-in procedure, the Site Administration will be notified. Refusal to comply with the visitor(s) registration check-in procedure will result in additional measures including calling the police. Signs indicating the legal requirement to check in with the office will be prominently displayed at designated public entrances and perimeter gates.
- 12.11.1 Access to the sites during school hours will be limited to District employees and properly identified visitors with site issued identification.
- 12.11.2 Each site shall establish a designated parent/guardian wait area, including signage, designed to facilitate the safe drop off and pick up of students while limiting the adults on campus during the school day. Families who wish to stay with students in the morning, will remain in the designated area until the start of their grade level's first bell. If parents need to be on campus after their grade level's first bell, then they will follow the protocols set forth in 12.11. This will be consistently monitored by Site Administration. This information shall be located in school site issued handbooks. Signs shall be installed clearly and prominently directing the parents/guardians to the designated wait area.