

Tentative Agreement

SDEA Proposal Passed April 12, 2019
District Proposal Passed April 12, 2019
SDEA Proposal Passed April 24, 2019
District Proposal Passed April 24, 2019
SDEA Proposal Passed April 29, 2019
District Proposal Passed April 29, 2019
District Proposal Passed April 29, 2019 – CORRECTED
SDEA Proposal Passed May 9, 2019
District Proposal Passed May 9, 2019
SDEA Proposal Passed May 13, 2019
District Proposal Passed May 13, 2019
SDEA Proposal Passed May 13, 2019
District Proposal Passed May 23, 2019
SDEA Proposal Passed May 23, 2019
District Proposal Passed May 23, 2019

ARTICLE 11. SAFETY CONDITIONS OF EMPLOYMENT

Section 11.1: MUTUAL RESPONSIBILITY FOR PUPIL DISCIPLINE

Since the safety of all employees is enhanced when school campuses are kept orderly and well disciplined, the District will provide support and assistance to site employees as they cooperatively maintain an atmosphere conducive to a quality learning environment.

Section 11.2: SAFE AND SANITARY FACILITIES

- 11.2.1. The District agrees to maintain schools and other work locations in a safe and sanitary condition, and shall not knowingly violate applicable provisions of state and federal laws relating to health, safety, and fire.
- 11.2.2. During periods of extremely hot weather, unit members may, relocate their classes to a mutually agreed to location, upon approval of their site administrator or designees (approval shall not be reasonably withheld), from assigned rooms to shaded areas outside of the building or relocate their classes from portable buildings and other identified hot areas to a more comfortable room or facility on campus.

At the request of either party, the District and the Association agree to meet annually to review existing District procedures pertaining to hot weather in order to ensure meaningful and concise plans.

- 11.2.3. The District is committed to providing air conditioning in all classrooms and educational support spaces. The District will install air conditioning in all classrooms and educational support spaces, with construction planned to begin before February 1, 2019. Except in extenuating circumstances, all schools that have air conditioning installed shall ensure that all classes, including physical education classes, will be accommodated in an air conditioned setting during periods of extremely hot weather. In extenuating circumstances, the site administrator will meet with the impacted unit members to determine alternative, safe teaching and learning conditions.

11.2.4. School Site Maintenance. Unit members who have unresolved concerns with school site maintenance/custodial services shall complete an appropriate form to be developed by the Contract Administration Committee in consultation with the Director of Maintenance and Operations. The completed form shall be submitted to the Maintenance and Operations Department with copies to the principal or immediate supervisor and the Association.

11.2.5 Timeline for Addressing Maintenance/Custodial Concerns. Unit members who complete a maintenance/custodial concern form shall be given an acknowledgement of receipt of the concern raised in the form within five (5) workdays of the form's submission. Concern(s) raised in the maintenance/custodial concern form shall be resolved no later than fifteen (15) workdays after the form is submitted to Physical Plant Operations; however, if the projected resolution date will extend past fifteen (15) workdays, a plan and timeline with anticipated completion dates will be reviewed with the site administrator and impacted unit member. Repairs shall be completed within a reasonable period of time.

Section 11.3: STAFF FACILITIES

11.3.1. The District shall provide in a safe and sanitary condition, currently operational lunchrooms, restrooms, lavatories and lounge facilities which are not used concurrently by students. At least one (1) room shall be reserved for use as a staff lounge.

11.3.2. Counselors and Itinerant Unit Members

11.3.2.1. Because it is important that all counselors and itinerant unit members have work space that is adequate and protects student confidentiality, a meeting shall be held with the site administrator, at the request of the unit member, to discuss the unit member's needs. Site administrators shall provide counselors and itinerant unit members with this adequate work space and all appropriate equipment. Sites with limited space availability should explore the possibility of locating an alternative facility on the site for use by the counselor or itinerant staff. To the extent possible, whenever it is necessary to use such space during the counselor's or itinerant unit member's scheduled time, the unit member shall be notified in advance.

11.3.2.2. Among the factors to be considered by the District when creating positions for these unit members should be the availability of office space, appropriate services to students, and proximity of sites to which the unit member is assigned.

11.3.3. Unit members shall be provided with locked storage upon request.

Section 11.4: SUPPLIES AND EQUIPMENT

11.4.1. The District agrees to provide unit members in Special Education Programs the equipment and supplies required by law.

11.4.2. The District agrees to provide unit members, where appropriate, with safety equipment such as disposable gloves, CPR mouthpieces, etc.

11.4.3 All unit members shall be provided all external gate keys at their worksite(s), and the building keys necessary to allow entry and exit to and from their workspace(s). The unit members shall comply with all site and District policies and procedures regarding access during work and after work hours.

11.4.4 All unit members shall be provided adequate communication devices to enable immediate communication with all other staff on campus in the event of an emergency. In addition to a phone in every classroom, and unit member workspaces, walkie-talkies will be provided.

All classrooms shall have emergency procedures posted in a highly visible area of the classroom.
All classrooms shall have site emergency phone instructions posted adjacent to the phone.

11.4.5 All schools shall have a schoolwide functioning two-way communication system that enables emergency alerts to all areas of the campus, no later than December 31, 2019.

11.4.6 All schools shall have a schoolwide functioning intercom system that enables communication to all classrooms on campus, no later than December 31, 2024.

Section 11.5: UNIT MEMBER SUGGESTIONS AND RECOMMENDATIONS

The District agrees to provide an opportunity for unit members to make suggestions and recommendations to the site supervisor affecting the safety of students and unit members at school sites.

Section 11.6: SCHOOL SAFETY PLANS

11.6.1. Supervisor Responsibility. Each site supervisor shall, in concert with the school site council or school safety planning committee, be responsible for the development and implementation of a comprehensive school safety plan pursuant to Education Code sections 32280-32289. Each site may designate the site governance team as the school safety planning committee. Unit members at the site shall be given the opportunity to be involved in the development of the plan pursuant to Section 11.5.

11.6.2. School Safety Plan Criteria. School safety plans shall conform to Education Code requirements and any additional criteria developed by the District and the Association through the Contract Administration Committee process. The school safety plan shall include rules and procedures to be followed by site personnel for their protection, including a method of emergency communication and rules and regulations governing the entering and leaving of school sites. Schools that share a physical site shall develop a coordinated school safety plan. At a minimum, each school safety plan shall address the following:

11.6.2.1. Communication procedures in the event of an emergency.

11.6.2.2. Intrusions by unauthorized individuals.

11.6.2.3. Use of school parking lots.

11.6.2.4. Weapons.

11.6.3. Criteria Review and Evaluation. Upon request by the Association, the District school safety plan criteria shall be reviewed and evaluated annually.

11.6.4. Plan Review and Evaluation. Each school safety plan shall be reviewed and evaluated at least annually by the site supervisor and the school site council or safety planning committee. If the site governance team is not designated as the school safety planning committee, the site governance team shall be provided an opportunity to provide annual input for the school safety plan.

11.6.5. New School and Modified Plans. Whenever a new school is opened or a school safety plan is being modified or amended, it shall comply with the provisions of this Agreement and be published within forty-five (45) instructional days after the opening of the school year or after the first day of the spring semester, as appropriate.

11.6.6 Options Based Response Tactics and Training (or other similar training that may be approved by the school board to take the place of the Options Based Response Tactics and Training) shall be added to all school site safety plans and shall be provided to all worksites by December 31, 2019. The District shall provide such ongoing safety training for all unit members on an ongoing basis.

- 11.6.7. Communication of School Safety Plan. All unit members shall be informed and given a copy of the existing written school safety plan within ten (10) workdays of the date of reporting to their work location.

Section 11.7: PUPIL DISCIPLINE

- 11.7.1. Each school site principal, in concert with the staff and governance team, shall develop a student discipline plan which conforms to the provisions of this Article and with district procedure. Each student discipline plan shall be reviewed and evaluated at least annually by the site supervisor and unit members. All unit members shall be informed and given a copy of the existing written site student discipline plan within ten (10) workdays of reporting to their work location.

At a minimum, the site discipline plan will include the following:

- 11.7.1.1. Expectations and consequences for student behavior.
- 11.7.1.2. Responsibility for implementation.
- 11.7.1.3. Parental responsibility and support.
- 11.7.2. Whenever routine classroom procedures have been followed and a student continues to exhibit behavioral problems which disrupt the educational process within the unit member's classroom, the unit member may inform the principal or designee who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If requested, the principal or designee shall arrange for an appropriate specialist to attend the meeting.
- 11.7.3. A unit member may suspend a student from his/her class for the day of the incident and the day following for good cause. The unit member shall report the suspension to the principal or designee and send the student to the principal or designee for appropriate action. The unit member shall indicate whether or not she or he has contacted the parent. If the unit member has not contacted the parent, the principal or administrative designee must contact the parent or guardian to set up a parent/teacher conference regarding the suspension. The principal or administrative designee shall inform the unit member of the action taken regarding the suspended student in writing in a format to be determined by the shared decision making process. (See 48910 under Appendix K – School Safety)
- 11.7.4. Acts for which a unit member may suspend a student from the class are enumerated in Education Code 48900 and include, among others, insubordination, striking of any school personnel, damaging property, endangering the safety of others, and consistent refusal to respond to directions of the unit member. (See 48900 under Appendix K – School Safety)
- 11.7.5. If the behavioral problem continues to exist, the unit member and the ~~principal-site administrator~~ shall continue to discuss and attempt to identify a resolution ~~to the problem~~, which ~~may shall~~ include intervention(s), progressive supports and/or progressive discipline for the involved student. The resolution shall also include progressive supports for the student and the unit member. These supports may include, but ~~is~~ are not limited to the following alternatives:
- 11.7.5.1. Repetition of the suspension set forth in Section 11.7.3.
- 11.7.5.2. Formal or alternative suspensions in accordance with district procedure.
- 11.7.5.3. Increased involvement of parents in development of an ongoing behavioral plan with the student.
- 11.7.5.4. Increased involvement of various district resources to design alternative interventions for the student.

11.7.5.5 Provision of District adopted trainings, including but not limited to Trauma Informed Care, Pro-ACT (Professional Assault Crisis Training), and ACES (Adverse Childhood Experiences), trainings as requested by the involved unit member.

- 11.7.6. When it is determined that a student is in need of additional resources and/or support, the site shall refer the student to appropriate district administration for consideration of placement at other sites or programs, or for suspension/expulsion. This shall be accomplished through appropriate assessments or observations that will help determine how to best support the student's academic, socio-emotional and/or behavior growth.
- 11.7.7. The District is committed to building stronger relationships within schools and communities, while also providing safe, trusting, and supportive communities and campuses for students, families and staff using restorative practices and other positive climate strategies through professional development, training, and resources for educators and staff.
- 11.7.8. At sites that choose to implement restorative practices, site administrators shall engage stakeholders in their school community to implement restorative practices at their school site that empower students, staff, and families to use proactive and responsive communication tools that nurture a positive school climate and address conflict by honoring the voice of all stakeholders in a way that is safe, respectful, equitable, and ensures accountability. Staff members at schools who have not received training and resources shall not be required to implement restorative practices.

Section 11.8: SITE ADMINISTRATOR ABSENCE

In each elementary school, whenever the site administrator(s) is/are not on the school site, the District will provide for the safety of the pupils and unit members by designating an on-site certificated person who volunteers to serve as "administrative designee" to serve in the absence of the administrator(s). When the site administrator(s) is/are to be away from the site for four (4) instructional hours or more during a school day, substitute time for the "administrative designee" may be provided by the principal based upon the school's unique needs.

Section 11.9: DISTRICT EMERGENCY PROCEDURES

During the first month of school, principals and supervisors will annually inform all unit members of the location of district Emergency Procedures relating to assault and/or battery, insults, upbraidings, threats, child abuse, molestations, natural disasters and suicide threats. Each site supervisor shall discuss with unit members any changes in these procedures, as well as on-site work rules.

Section 11.10: PHYSICAL THREAT OR ASSAULT/BATTERY

- 11.10.1. Unit members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.
- 11.10.2. Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member or who violates the district Zero Tolerance Policy shall be suspended, expelled or otherwise disciplined in accordance with district student discipline or Zero Tolerance procedures. (See 44014 under Appendix K – School Safety)
- 11.10.3. The supervisor and other district personnel with assigned responsibilities shall take appropriate action and shall inform the unit member affected of the action taken. The appropriate actions shall be specified in a district emergency procedure that defines the actions to be taken and fixes the responsibility for the actions.
- 11.10.4. Per Education Code 49079 and Appendix K, Site administrators shall notify unit members of students assigned to their classrooms or caseloads, when the site administrator has knowledge of ~~who have a known~~ and/or has a documented history of a student's violent behavior towards others. Site administrators shall also notify unit members of students assigned to their classrooms or

caseloads who have been convicted of serious offenses and/or have been formally suspended at other schools as soon as such information becomes available. (See 49079 under Appendix K—School Safety)

11.10.5. The requirements of Section 11.10. shall be brought to the attention of unit members in each school at the beginning of each school year.

11.10.6 In the event that the District overturns a site recommendation for student expulsion based on physical threat or assault/battery, ~~the an appropriate~~ a Central Office District administrator ~~as determined by the District~~ shall meet with the site prior to the involved student's return in order to ~~discuss~~ determine **initial preliminary** supports needed to ensure the continued safety of members and students at the site. Involved unit members shall be given prior notification of the meeting and may attend. ~~The mutually agreed upon~~ determined **initial** supports shall be provided, **and additional supports provided as needed.**

Section 11.11: PUPIL TRANSPORTATION

No unit member may be required to transport students in a privately-owned vehicle. Any activity to which a unit member transports students in the unit member's private automobile must be approved by the principal. The District's general liability insurance shall cover the employee while acting within the scope of his/her employment including the transportation of students. The limit of the District's liability when an employee uses his/her own car shall be as follows:

11.11.1. The District's insurance coverage shall take effect only after the owner's insurance company, as the prime carrier, has paid.

11.11.2. If the unit member is driving his/her car and is found negligent in the event of an accident with injury, district insurance shall cover the medical expenses for the occupants of the owner's automobile; however, there is no district coverage for physical damage to the owner's automobile. Therefore, unit members who transport students should carry appropriate automobile insurance coverage.

Section 11.12: SITE DRESS CODES

The Parties recognize that matters of dress are individual expressions of taste. Provided that clothing presents a professional image and fits within generally accepted standards of decency, dress codes, if any, should be flexible and allow for individual judgment. School site dress codes for unit members, if they are to exist, shall adhere to the following:

11.12.1. Any dress code to be implemented at a site shall be developed by the site shared decision-making team.

11.12.2. Prior to implementation, any dress code must be approved in a secret ballot election, by two-thirds (2/3) of the unit members at the site.

11.12.3. Problems regarding the implementation of this Section may be submitted to the Contract Administration Committee for resolution.

Section 11.13: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS/DAMAGE

11.13.1. In accordance with district procedures, the District will pay the cost of replacing or repairing property of a unit member such as eyeglasses, hearing aids, dentures, or watches when such articles are damaged in the line of duty and without fault of the unit member or for articles of clothing necessarily worn or carried by the unit member, or vehicles, when such items are damaged in the line of duty as a result of malicious acts and without fault of the unit member. If there is a conflict between District procedure and this Agreement, this Agreement prevails. The filing of a police report shall only be required in instances of claims of motor vehicle damage.

11.13.2. Reimbursement of Electronic Hardware and Unit Member-Owned Classroom Material. The District shall establish an annual fifty-thousand dollar (\$50,000) self-insurance fund for the purpose of reimbursing unit members for replacement of personal electronic hardware, instructional materials, books, supplies and classroom furniture stolen or damaged in the line of duty as a result of malicious acts, fire or flood, and without fault of the unit member. Disbursement of funds shall be governed by the following:

11.13.2.1. Items eligible for reimbursement under this Section shall be reimbursed according to the following (sets or collections are considered an "item" under this provision):

- a. Items having an original cost of less than five hundred dollars (\$500) but at least a minimum of seventy-five dollars (\$75) shall be reimbursed at the original cost established by the original receipt or a signed declaration by the unit member.
- b. Items having an original cost of more than five hundred dollars (\$500) shall be reimbursed using the depreciated value as established herein, provided that the depreciated value is not less than seventy-five dollars (\$75). The depreciated value shall be calculated using the value established by the original receipt or other agreed-upon means of establishing the value, less fifteen percent (15%) annual depreciation.
- c. In no case shall the reimbursement exceed fifteen hundred dollars (\$1,500) per incident.

~~11.13.2.2. Unit members claiming reimbursement under this Section must file a police report regarding the stolen or maliciously damaged equipment for claims for motor vehicle damage.~~

11.13.2.3. Upon depletion of the fund, no further reimbursements shall be required. Funds left over at the conclusion of a fiscal year shall carry over to the ensuing fiscal year to a maximum of twenty-five thousand dollars (\$25,000). Any funds remaining in excess of the limit established herein shall be deposited on an annual basis into the Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical fund as specified in Article 9, Section 9.8.3. as an August 1st deposit.

Section 11.14: Site Measure YY School Safety Improvement

The Parties agree upon the importance of using the shared decision-making process to provide input regarding new Measure YY School Safety Improvement Priorities. The following input process applies regarding the use of those funds:

11.14.1. Every school shall give input on Measure YY School Safety Improvement Priorities. These priorities shall be developed in collaboration between the principal, staff, and the site governance team, with final approval by the Site Governance Team.

11.14.1.1 A menu of safety options will be provided to the school sites by July 1, 2019, from which Site Governance Teams may select priorities such as exterior lighting, window safety, perimeter security, or other physical improvements that increase school safety.

11.14.1.2 The Site Governance Team will utilize the menu of safety options referenced above to prioritize the safety improvements for the school site.

