

**Tentative Agreement
Between San Diego Unified School District and
San Diego Education Association
2014 Successor Collective Negotiations Contract**

ARTICLE 11: SAFETY

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on August 25, 2014. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA.

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, ~~classroom~~ unit members ~~may~~; relocate their classes to a mutually agreed to location, upon with approval from of their principal/supervisor/site administrator or designees (approval shall not be unreasonably withheld) ~~relocate their classes~~ 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.

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The District and SDEA agree to meet to review existing District procedures pertaining to hot weather in order to ensure meaningful and concise plans, occurring prior to April 15, 2015, with any recommendation going to a May 2015 School Board meeting.

- 11.2.3. 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.

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. Itinerant Unit Members

- 11.3.2.1. Because it is important that all itinerant unit members have adequate work space, 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 are strongly encouraged to provide 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 itinerant staff. To the extent possible, whenever it is necessary to use such space during the 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 in the assignment of itinerant 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.

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

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: SITE SECURITY PLANS

11.6.1. Supervisor Responsibility. Each site supervisor shall, in concert with the site governance team, be responsible for the development and implementation of a site security plan to protect unit members from unauthorized intrusions and criminal activity on the site. 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. Security Plan Criteria. Site security plans shall conform to the security criteria developed by the District and the Association through the Contract Administration Committee process. The site security 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 site security plan. At a minimum, each site security 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 site security plan criteria shall be reviewed and evaluated annually.

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11.6.4. Plan Review and Evaluation. Each site security plan shall be reviewed and evaluated at least annually by the site supervisor and unit members.

11.6.5. New School and Modified Plans. Whenever a new school is opened or a site security 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. Communication. All unit members shall be informed and given a copy of the existing written site security 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 the date 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
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designee and send the student to the principal or designee for appropriate action. The principal or unit member must contact the parent or guardian to set up a parent/teacher conference regarding the suspension. The principal or 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 decisionmaking process. (See 48910 under Appendix N – 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 N – School Safety)

11.7.5. If the behavioral problem continues to exist, the unit member and the principal shall continue to discuss and attempt to identify a resolution to the problem, which may include, but is 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.

11.7.6. Students with documented incorrigible behavior problems shall be referred by the site to appropriate district administration for placement at other sites or programs or for suspension/expulsion. Sites which have adopted a non-Student-Initiated placement philosophy are excluded from this requirement.

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 "~~head teacher~~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 "~~head teacher~~administrative designee" may be

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~~requested-provided~~ by the principal based upon the school's unique needs. ~~The District will, to the extent budgeted funds are available, provide a visiting teacher for the "head teacher."~~

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 N – 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. Site administrators shall 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 N – 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.

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Section 11.11: PUPIL TRANSPORTATION

No ~~classroom~~ 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 decisionmaking 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 *Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

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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.

11.13.2. Reimbursement of Electronic Hardware and Other 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 one-hundred fifty dollars (\$150) but at least a minimum of seventy-five dollars (\$75) shall be reimbursed at the original cost.
- b. Items having an original cost of more than one-hundred fifty dollars (\$150) 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 four-hundred dollars (\$400) 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.

11.13.2.3. Equipment subject to reimbursement under this Section must be registered with the site administrator. The site administrator shall verify that the equipment is in working order and the materials are in useable condition at the time they are registered.

11.13.2.4. 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

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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 Retiree Medical fund as specified in Article 9, Section 9.8.3. as an August 1st deposit.

FOR SDEA

Tim Hill

Tim Hill

Date: 8/25/14

Lindsay Burningham

Lindsay Burningham

Date: 8/25/14

FOR THE DISTRICT

Mark Bresee

Mark Bresee

Date: 8/25/14

Jennifer Carbuccia

Jennifer Carbuccia

Date: 8/25/14

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