

ARTICLE XII

12.1 SAFETY CONDITIONS

12.2 Safety Committee: Within (20) duty days following the opening of school, a Standing Safety Committee shall be organized at each site, and a joint Safety Committee shall be organized at the District. There shall be an even number of members up to 10 on the site level, half of whom shall be unit members elected by the unit members at that site and the balance shall be by classified employees at that site. The building administrator and/or his/her designee(s) may be member(s) of the site committee but shall not be counted in the aforesaid number of the committee. There shall be 12 members appointed to the District Safety Committee. SAEA shall appoint four (4) unit member representatives and administrative representatives and the classified employee organization shall appoint four (4) unit member representatives to the District Joint Safety Committee. The Associate Superintendent of Human Resources or designee shall appoint administrative representatives.

12.2.1 The site administrator shall call the initial meeting to select a chairperson. The chairperson shall call additional meetings as necessary when safety issues are presented to him/her for investigation and/or recommendation. The Joint District Safety Committee shall meet on an as-needed basis, but no less than two (2) times per year. Additionally, there shall be at least four (4) meetings per year between certificated representatives and administrative representatives to discuss safety issues pertaining to certificated personnel. The Associate Superintendent, Human Resources or designee shall call these meetings.

12.3 Safe Workplace: The District shall make a good faith effort to provide a place of employment which is as safe as the nature of the employment and duties reasonably permit. Unit members shall comply with District rules and regulations to protect safety and health.

12.3.1 In classrooms/laboratories that have a specific number of workstations, class size shall be three (3) less than the average class size under Article IX.

12.3.2 Once a unit member reports an unsafe, unhealthy, and/or unsanitary condition to her/his immediate supervisor, the District shall begin investigation within five (5) days, and the District shall supply SAEA with the results of their findings within 30 days. If the District finds an unsafe, unhealthy, and/or unsanitary condition, the District shall begin to take steps to correct the conditions within ten (10) duty days.

A. Corrections shall be made in accordance with guidelines by the Association and the District.

12.3.3 All unit members impacted by an unsafe, unhealthy, and/or unsanitary condition shall be provided written notification as to the resolution of the problem by the appropriate District and/or site administrator.

- 12.3.4 Each site shall keep a log of all safety concerns reported at the site. Resolutions to problems with dates and outcomes as well as outstanding issues shall be noted along with the safety concern. The District shall provide a copy of all safety logs to SAEA within ten (10) duty days of receiving the logs from each site. Unit members may request to look at the site logs during any non-instructional, non-assigned duty time.
- 12.3 Infectious and Contagious Diseases: Upon a request from a unit member, the school nurse or site administrator shall investigate reports of pupils who suffer from contagious or infectious diseases. If, upon investigation, the pupil is found to suffer from a disease which would constitute a threat to the safety of a unit member, then the District shall take such action as necessary to remedy the problem. If the site administrator takes any action, the school nurse shall be notified. Upon consultation with the school nurse, the site administrator shall notify appropriate unit members, including those directly involved with the pupil.
- 12.3.1 If upon arrival, a pupil's records indicate that the student is suffering from a contagious or infectious disease, the site administrator shall inform and consult with the school nurse and notify appropriate unit members, including those directly involved with the pupil.
- 12.3.2 School nurses and SDC teachers (including but not limited to: infant, preschool, SH, OH, ED, and adult transition) shall be given the option of receiving the Hepatitis B vaccine at District expense as a prevention of Hepatitis B through reasonably anticipated blood-borne exposure. If other unit members reasonably believe that their required job duties include potential for occupational exposure, they shall be given the option of receiving Hepatitis B at District expense.
- 12.3.3 Unit members shall not be expected to perform specialized physical health care services as part of their daily responsibilities. The District expects specialized health care services to be performed by designated classified staff and nurses as necessary. Specialized health care includes, but is not limited to: diapering, dispensation of medications, catheterizations, Crede, injections, illiostomies, colostomies, gastrostomies, tracheostomies, suction, oxygen administration, gavage, feeding, and draining.
- 12.3.4 The District shall offer training annually on Universal Precautions between April 1st and September 30th of each year.
- 12.3.5 Parent/ student privacy required by law (i.e., HIV) shall prevail regarding the above matters.
- 12.4 Pupil Discipline: A unit member may request in writing that a conference be held concerning any student who, in the opinion of the unit member, presents a potential, actual, or immediate danger to the safety of the unit member. The site administrator shall promptly schedule such a conference with the unit member and, if practicable, shall

include other appropriate personnel and the student's parent or guardian. The site administrator shall consider recommendations resulting from the conference and shall implement any actions necessary to protect the safety of the unit member. With respect to students who present a potential, actual, or immediate danger to the safety of a unit member, the following shall apply:

12.4.1 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.

A. The District within the first 2 weeks of each new trimester/semester will publish information concerning student discipline and make it available to teachers who have the affected students on their class rosters.

B. Unit members at each site involved in instruction of a pupil who has been suspended shall be informed of the beginning and ending dates of suspension.

C. All procedures outlined in Education Code 48900 et seq. shall be followed.

12.4.2 A teacher may suspend any pupil from the teacher's class, per Education Code 48910 and/or Board Policy 5119, for the day of the suspension and the day following.

A. The teacher shall immediately report the suspension to the principal or designee and send the pupil to the principal or designee for appropriate action.

B. As soon as possible the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.

C. The pupil shall not be returned to the class from which he/she was suspended during the period of the suspension without the concurrence of the teacher of the class and the principal or designee.

D. 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.

E. 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/her class in accordance with this provision.

12.5 Pertinent Student Information: The site administrator, if he/she has knowledge, shall provide all unit members having direct supervision responsibilities pertinent information concerning any student who exhibited a potential, actual or immediate danger to unit member(s) during or before the first week of each semester/trimester of instruction. District personnel possessing such information shall provide it to the site administrator.

This information shall be provided prior to the time the student is placed in the classroom(s). All appropriate staff shall be notified of seriously disruptive students as required and authorized by law. Any verified incident involving any student at a site that is deemed “threatening” as defined by law shall be reported to all appropriate staff during or before the first week of each semester/trimester of instruction or within 5 instructional days of student enrollment.

12.6 Assaults/Threats: If a unit member is assaulted or threatened while in the performance of duties pursuant to his/her job description and/or other assigned duties, the unit member shall immediately inform the administrator and both shall report such assault or threat to the SAUSD School Police or Santa Ana Police Department or both.

12.7 Breaks: No unit member shall be required to be supervising students more than 2 ½ hours consecutively without being provided a break of a minimum of 7 ½ minutes. For purposes of this section, passing time and/or nutrition breaks at the secondary level shall constitute sufficient time to satisfy the requirement set forth herein.

12.8 Personal Property Reimbursement

12.8.1 Unit members who bring personal property to the work site to be used as an integral part of and necessary to the educational program shall be reimbursed for any verified loss, damage or destruction by malicious acts of others including arson, burglary, or vandalism. “Verified Loss” shall be defined for purposes of this article as any personal property with a monetary value of \$25.00 or more that is unusable for the educational program or purpose the unit member provided it for. Reimbursement is subject to the following conditions strictly construed:

A. Written approval for the use of the personal property in the schools was given by the site administrator before the property was brought on District premises or before used while performing services for the District. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee. The value of the property shall be stated on the request form. The reimbursement value shall be determined as of the time of the verified loss and shall include normal allowance for depreciation.

B. Reasonable care shall be taken by the unit member to adequately protect such property while it is on school property. Reimbursement shall be conditioned upon the absence of negligence by the unit member.

C. The form to list private property shall be available at each site’s office.

D. Only personal property in excess of \$25.00 shall be considered for reimbursement.

E. The maximum reimbursement for any one incident shall be \$1,000.00. Requests for reimbursements of amounts over \$1,000.00 shall be submitted to the Superintendent, who shall consider the request and render a decision.

- F. Under no circumstances shall these sections be interpreted to apply to a unit member's vehicle.
- G. An Unusual Occurrence Report shall be filed with the site administrator by the unit member within five (5) calendar days of the incident.
- H. The Risk Management Office shall conduct such investigation as may be necessary. The burden of proof in all cases is with the unit member seeking reimbursement.

12.9 Modified Day/Hot Weather

12.9.1 The District and the Association shall apply for a waiver of the instructional minute's requirement of Education Code Section 46201 if it becomes necessary to declare more than two (2) modified days in any school year under the circumstances stated below:

- A. If the temperature reaches 95 degrees and it is predicted by the U.S. National Weather Service that the temperature will continue at 95 degrees or higher, the Superintendent shall declare a modified day or days for students in all non-air-conditioned facilities, or facilities where the air-conditioning has been non-functional for one consecutive 24-hour period after appropriate parent notices have been sent home.
- B. When a modified day(s) is declared pursuant to 12.9.1 above, the starting time for afternoon kindergarten shall be adjusted to permit a uniform release time in those schools where facilities permit.

12.10 Pest Eradication

12.10.1 The District shall make reasonable efforts to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. Insecticides/poisons utilized on District property shall only occur in strict compliance with applicable laws.

12.11 Secondary Traveling Teachers

12.11.1 Site administrators at sites with traveling teachers shall consult with teachers involved and develop a plan for assigning traveling teachers on a fair and equitable basis.

12.11.2 On-site teachers shall not be given a traveling teacher assignment if a physician verifies in writing that a reasonable accommodation under the Americans with

Disabilities Act is recommended or that the teacher's health would be detrimentally affected. In either case, the physician shall provide the projected period of time such assignment shall not be given.