

**ARTICLE XIV
SAFETY CONDITIONS OF EMPLOYMENT**

Section 1

Unit members shall report to their immediate administrator and the local law enforcement agency any abuse of school personnel, assault or battery upon school personnel which occurs, or any threat of force or violence directed toward school personnel which occurs at any time or place in any way related to school activity. Unit members shall complete reports as required by the District relating to such incidents and shall be notified of the action taken. The unit member and the immediate administrator shall immediately report the incident to the local law enforcement authorities. An assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another. A battery is any willful and unlawful use of force or violence upon the person of another.

Section 2

The District acknowledges reasonable responsibility for the safety of its unit members as stipulated in the Education Code, State and Federal Law. As they become aware of unsafe conditions, unit members shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act and of the District's relevant safety, fire and liability insurance programs.

Section 3

The District shall appoint a District Civil Disaster and School Safety Director. The Association President or designee may meet with said Director upon request to discuss matters of concern to unit members safety or student safety. Individual school Safety Committees shall include a unit representative. The District shall post appropriate safety rules for unit members and students.

Section 4

In the event a unit member is injured in the performance of his or her regular assignment, or District sponsored activity, a State Compensation Insurance Fund Report of Industrial Injury must be completed and filed with the school secretary within twenty -four (24) hours.

Section 5

Both parties recognize that safety education is an integral part of the instructional program and that every effort shall be made to promote safety awareness and a safe environment at all times.

Section 6

The Safety Committee at each school shall assist the Principal in determining supervision requirements and schedules which insure maximum safety conditions and equal assignment or supervision responsibilities among all members of the unit. The Safety Committee shall include a representative of Primary, Intermediate and Middle School unit members and a BHEA appointed representative.

Section 7

The district shall provide for paying the costs of replacing or repairing property of a unit member used by the unit member for instructional purposes when such property is damaged while housed on the school site or on District initiated business, or if such property is stolen from the school site or while on District initiated business by robbery or theft on the following basis:

- A. The unit member shall complete a form and determine with the principal the value of the property before it is brought to the site.
- B. The property is used by the owner for no more than twenty (20) working days after the form is completed.
- C. The first one hundred dollars (\$100) of the value is deductible. The District shall pay up to five hundred dollars (\$500) of the cost after the one hundred dollar (\$100) deductible.
- D. Any funds the unit member recovers from personal insurance shall be deducted from the amount the District has agreed to pay, after the one hundred dollar (\$100) deductible has been recovered by the unit member.

Section 8

The District shall make available at each work site copies of Board Policies, Administrative Regulations, and Education Code provisions relating to student discipline.