

OEA P-49
OAKLAND EDUCATION ASSOCIATION
PROPOSAL TO
OAKLAND UNIFIED SCHOOL DISTRICT
May 14, 2018

Article 17 - SAFETY AND SECURITY CONDITIONS

17.1 General

The District and the Association are jointly committed to provide for the safety and security of all staff. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or environments, or to perform tasks that endanger their health, safety, or well being.

The parties support Oakland's status as a sanctuary district and agree that no member shall be required by District management to cooperate with Federal immigration authorities in regards to the immigration status of students or parents of students. The parties agree that when it comes to student discipline, restorative practices are preferable to punitive ones and that interaction with the criminal justice system is to be avoided whenever possible.

17.2 Fire and Disaster

Neither the Employer nor the unit members shall knowingly violate the provisions of the California Fire Code and/or the Oakland Fire Code. Fire and other emergency action plans have been developed at each work site and unit members should familiarize themselves with details of such plans, including building evacuation routes, the locations to which students are to report in the event of an air raid or other civil disaster, and the administrator in charge in the event of an emergency.

17.3 Disruptive Actions by Students

Unit members may send to the appropriate administrator those students whose actions are disruptive to his/her classroom instructional program. Should the student refuse to comply, the administrator shall be so notified and appropriate action shall be taken to remove the student from the immediate environment. In response to student behavior under this section, unit members retain the right to exercise a two-day student suspension under Education Code section 48910. Prior to the student being returned to the unit member's class, the administrator shall communicate with (provide feedback to) the unit member to discuss the student's conduct.

17.4 Assault, Attack or Threat Against a Unit Member by Students

17.4.1 The unit member shall report the incident immediately to the administrator in charge or designee, who shall immediately report the incident to the police and notify the student's parent, guardian or other responsible adult immediately. In addition, the unit member retains the right to notify the police directly.

17.4.2 The unit member shall prepare a written statement concerning the incident and

present it to the site administrator who will then add his/her remarks, if any, to the statement, and then forward it immediately to the Oakland Police Department.

17.4.3 A unit member who is the victim of an assault, attack or threat, verbal or physical, and who so requests, shall be immediately granted the remainder of the day of the assault, attack or threat released from duty. These release days shall not be charged against any of the unit member's accrued or accumulated leaves specified in Article 11 - Leaves.

17.4.4 Students involved in a physical assault, attack or verbal threat, against a unit member, shall not be returned to the unit member's class(es) until a meeting between the unit member and an administrator is held, and the consequences to the student(s) for the misconduct has been determined. When a student is referred to the District' Disciplinary Hearing Process (DHP) the student shall not be returned to the classes of the bargaining unit member from which the student was removed until the DHP is completed.

17.4.5 If it is finally determined that a student is the perpetrator of an assault, attack or threat, verbal or physical, against a unit member, that student shall not be returned to the unit member's class(es) or caseload for the remainder of the instructional year.

17.4.6 The Employer shall comply with and implement all provisions of Education Code section 49079 regarding prior student conduct to unit members.

17.5 Civil Disorder

Should conditions of civil disorder or student unrest develop to the extent that, in the Superintendent's judgment and in consultation with the FC's where practicable, a school or schools cannot be kept open with reasonable assurance of safety to pupils and unit members, the Employer shall declare an emergency closing of the school for a period of time considered necessary by the Employer. Teaching days lost at the site because of such closure shall be counted as if they were days served within the unit member's contracts, with no loss of salary. After school has been closed, a faculty meeting shall be called by the site administrator to plan for the orderly reopening of the school.

17.6 Unauthorized Person(s)

17.6.1 When unauthorized person(s) are observed on school premises, they shall be reported to the administrator or designee, who shall enforce the "no loitering" rules of the Employer by investigating the report; and, if appropriate, ask that the person leave and, if necessary, call the Police Department.

17.6.2 The parties acknowledge the importance of campus security. The Employer will seek to implement measures to provide a secure campus learning environment at each school site. Recommendations from the FC and the Employer Safety Committee shall be sought. (See 7.2.)

17.7 After School

The Employer has established procedures to provide for the safety of students and staff members participating in, attending, or supervising after school events. Procedures for pre-planning and safety determination of after-school events have been established for local sites as well as District-wide events. At the school site, the administrator and FC

(see 7.2) meet for the purpose of pre-planning and review of the school's after school athletic or other events for which there may be a question of student or staff safety.

Should the Principal/Site Leader and the FC not be in agreement on a safety-related topic, the FC may appeal the administrator's decision to the Employer Events Safety Council.

17.7.1 Difference of opinion on matters under consideration by the Council may be appealed to the Superintendent and if deemed appropriate to the Board of Education, whose decision shall be, considered final.

17.7.2 Should the unit member believe an assigned duty to be unsafe, the unit member shall discuss the matter with the site administrator, who will endeavor to develop a satisfactory solution to the problem. Should the administrator's solution to the problem be considered as unsatisfactory, the unit member may appeal the problem, in writing, to the appropriate Associate Superintendent for further consideration.

17.8 Procedures Regarding Unsafe or Harmful Conditions

Unit members shall report in writing unsafe or harmful or potentially unsafe or harmful working conditions to the immediate administrator who shall investigate and take action to remedy the unsafe or harmful condition. If, within five days, the site administrator cannot remedy the conditions through the Buildings and Grounds services, he/she **they** shall notify the appropriate Assistant Superintendent **and the unit member by the end of the fifth day.. Within five (5) days.** The appropriate Assistant Superintendent shall initiate action to remedy the condition and monitor the progress to ensure that the condition is corrected within a reasonable period of time. The determination of a reasonable period of time shall be made by the appropriate Assistant Superintendent **but, shall not be longer than thirty (30) days.**

17.8.1 If the condition has not been corrected, the appropriate Assistant Superintendent may take whatever steps are necessary to ensure the safety of the affected students and staff, including closing that portion of the school site.

17.8.2 Employer shall provide, publish, and post rules for safety and prevention of accidents, and spread of communicable diseases, and provide protection devices where they are required for safety of unit members.

17.8.3 Unit members shall work with the site administrator to maintain safe and sanitary conditions in their teaching or work areas of responsibility. Unit members shall have the opportunity to make suggestions and recommendations to the site administrator affecting the safety at the site. Unit members, as employees of the Employer, are protected in the event of injury to their person during the performance of assigned duties to the extent defined in the Workers' Compensation provisions.

17.8.4 Unit members shall seek the assistance of the site administrator in moving heavy equipment.

17.8.5 The Employer agrees, to the fullest extent possible within the current maintenance budget, to provide lighting at night functions, which are approved school activities.

17.8.6 The Principal/Site Leader, in consultation with the FC (see 7.2), shall develop and implement necessary security provisions for night functions, which are approved school activities.

17.8.7 Every effort will be made to perform painting, roofing, and other repairs on days when schools are not in session.

17.9 School Site Discipline Committee

A school site discipline committee shall be established at each school representing parents, unit members and students, if appropriate, to assist in the development of school site procedures relating to student conduct and school site safety. School site discipline committees shall be advisory to the Principal/Site Leader and shall report in writing to the appropriate Assistant Superintendent or his/her designee annually.

17.10 Safety Information

The Employer shall annually utilize a portion of one of the initial planning days to review with unit member's key sections of this Agreement, administrative bulletins, and laws, which pertain to safety/discipline.

17.11 Classrooms

The Employer shall provide every classroom and unit member work area on Oakland Unified School District (OUSD) property with:

17.11.1 A working telephone, or intercom, or other means of electronic communication with office personnel available to receive calls during the unit member's work day, and

17.11.2 Peepholes or windows in classroom doors to provide visibility into the hallways or outdoor area.

17.12 Maintenance

Regularly scheduled classroom cleaning, trash removal and maintenance of school grounds at each site shall be maintained.

17.13 Employer Safety Committee

In order to confront increasingly significant district wide problems of safety at school sites; The parties agree to the formation of a cooperative Safety Committee made up of **twelve (12)** members, four to be appointed by the Association who will represent all Unit members including ECE, Pre-school/elementary, middle school and secondary/adult school sites unit members, **including** four to be appointed by the Superintendent representing Legal and/or Labor Relations, Budget and school-site administration **and four to be appointed by the Local Control Accountability Plan (LCAP) Parent-Student Advisory Committee (PSAC)**. The Committee will gather concerns and suggestions **relating to issues of student and school staff safety including but not limited to environmental hazards, natural disaster preparation, fire safety, threats of violence, and issues impacting school climate, including the efficacy of restorative practice.** The Committee will arrive at recommendations for action through consensus. Committee recommendations for action will be directly presented to the Superintendent. The Committee will issue monthly reports back to the site Faculty Councils and site administrators, with copies to the Association. **In addition, the Committee shall issue an annual report to the Governing Board, the OEA and the LCAP PSAC no later than April 30 of each school year regarding the concerns received and their resolution.**

17.14 Vehicle

17.14.1 In recognition of the special circumstances facing unit member in Oakland schools, the District will reimburse unit members when their personal vehicles have been vandalized on or in the immediate vicinity of school site property while the unit

members is engaged in professional duties, subject to the following conditions:

17.14.2 Reimbursement will be determined on a case by case basis, as indicated below:

17.14.2.1 Reimbursement will not exceed the amount of insurance deductible or three hundred dollars whichever is less.

17.14.2.2 Reimbursement will be based upon proof of damage and cost of repair to the vehicle due to vandalism during duty hours, including police reports, personal affidavits, witness statements and/or photographs.

17.14.2.3 Reimbursement will be based upon proof of loss if submitted to the insurance carrier and proof of the amount of the policy deductible.

17.14.2.4 Reimbursement shall be made within thirty days of submission of claim, or as soon as practicable.

17.14.2.5 Unit members will cooperate with the Employer in connection with any rights of subrogation accruing to the District by virtue of any payment made pursuant to this article.

17.15 Teacher Initiated Suspension Form

The OUSD Teacher Initiated Suspension Form shall be found in Appendix 15 (F6) of this Agreement.

17.16 Use of Recording Devices

17.16.1 The District may employ the use of video and/or audio recording devices in non-classroom areas in order to enhance school safety. The District agrees that such use shall fully comply with the Education Code 51512 regarding the use of recording devices in classrooms.

17.16.2 In gymnasiums and other multi-use facilities, the District agrees to use signage or to otherwise notify unit members working in proximity to such locations of the existence of video recording devices and the possibility of activities being recorded. Such notice does not constitute a waiver of rights under Education Code 51512.

