



Antioch Education Association

United for Students

Antioch Education Association Proposal #1
December 5, 2022

ARTICLE 16 SAFETY CONDITIONS OF EMPLOYMENT

16.1 Safety of Personnel

16.1.1 Bargaining unit members shall not be required to work in conditions or perform tasks that endanger their health, safety, or well-being.

16.1.2 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor or designee, and the appropriate law enforcement authorities, shall be informed by the unit member and the administrator under whose direction or supervision the unit member works. Bargaining unit members who are physically assaulted shall be released for the remainder of the school day without any deduction of their sick leave.

i. Definition of Assault: California Penal code (CPC) §240- An assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another.

16.1.3 Employees shall be provided coverage under the terms and conditions of the District Workmen's Compensation program and illness leave provisions for any injury or illness arising out of, or in the course of, their employment.

16.1.4 First priority for repairs shall be given to repairs that affect health and safety in any classroom or other enclosed school areas where unit members have job related responsibility.

16.2 Joint Safety Committee

16.2.1 Beginning in the 2023-2024 school year, the Association and the District shall jointly form a Safety Committee. The committee shall be comprised of three (3) members appointed by the District and three (3) members appointed by the Association. One of the District's appointments shall be the person who supervises safety issues for the district.



Antioch Education Association

United for Students

16.2.2 The Safety Committee shall meet at least once per quarter.

16.2.3 The Safety Committee's responsibilities shall include:

- i. To discuss and report safety issues and bring recommendations to the superintendent and the association.
- ii. If an appeal is made from a bargaining unit member (see 16.3.3), the committee shall meet within two (2) working days to review and make recommendations for resolution to the superintendent and the association.

16.3 Safe Working Conditions

16.3.1 Unit members shall not be required to work in unsafe, unhealthy, or hazardous conditions, or to perform tasks that endanger their health, safety, or well-being, in violation of a final order of Cal-OSHA.

16.3.2 Unit members shall report unsafe conditions to their supervisor. The Association shall be notified of safety reports filed by unit members with the District. It is understood that bargaining unit members may exercise the amount of physical control reasonably necessary to protect themselves or to ensure the safety of other unit members.

An employee has the responsibility to submit written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications.

16.3.3 Upon receipt of written notification to the immediate supervisor, or verbal notification in emergency situations, the District shall mitigate, address, or correct any confirmed unsafe or hazardous condition as defined in relevant codes (i.e., health code, building code) as soon as possible but within no more than five (5) workdays. If the response is not satisfactory to the bargaining unit member, they may then refer said problem to the District Safety Committee in writing.

~~16.3.3~~

16.3.4 Employees shall be provided report forms in order that they can complete reports required by the District relating to the violations described herein.

16.3.5 Unit members shall not be assigned to supervise cross walks that are not located on District property.

~~16.3.6 Unit members assigned to direct traffic or perform crosswalk duty on~~



Antioch Education Association

United for Students

~~school property will be provided with a 2-way radio or other means of communication with office staff and administrators.~~

Each classroom shall be provided telecommunications equipment to be available for bargaining unit members when safety issues arise. Each classroom shall be provided with a walkie-talkie to use when covering duties outside of the classroom and in the event of a power outage, or other emergency that interrupts normal telecommunications. Communication equipment shall be maintained in good working condition at all times.

16.3.7 16.3.6

16.3.8 16.3.7 Each classroom shall be provided lockdown devices such as “Columbine locks” or “the sleeve” for all doors leading into the classroom.

16.3.8 To ensure the safety of our campuses, all sites shall have working cameras that cover the entire perimeter of the school and parking lots.

16.3.9 Each school site shall maintain an updated Comprehensive School Safety Plan in accordance with the provisions of California Education Code. Copies of the plan shall be available for review at each school site office.

16.3.10 ~~Each class will be provided a two-way communication system that permits immediate contact with the site office. Such system will be maintained in good working condition at all times. Classrooms shall not be assigned more students than allows for the safety of students and teachers. For safety reasons, laboratory class sizes shall not exceed workstations for the room.~~

16.4 District Provided Trainings

16.4.1 Classroom and school safety trainings shall be offered to all bargaining unit members. If training is completed outside of the workday, members will be compensated at the hourly rate of pay. These trainings include, but are not limited to:

- CPI (Crisis Prevention Intervention)
- De-escalation Techniques
- ALICE trainings
- Restorative Justice

16.5 Student Discipline

16.5.1 As per Education Code Section 48910, a unit member may suspend a student from his/her class for reasons stated in California Education Code Section 48900 for a maximum of two (2) days (the day of



Antioch Education Association

United for Students

suspension and the day following). The unit member shall immediately report the suspension to the principal and send the student to the principal or designee for appropriate action. The teacher shall contact the parent regarding the suspension.

16.5.2 The student shall not be returned to the bargaining unit member's class during the period of suspension without the concurrence of the unit member and the principal.

16.5.3 The student shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the student was suspended. (Ed Code 48910).

16.6 Reporting To Unit Members Regarding Violent Students.

16.6.1 The District shall inform unit members of each student who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in California Education Code 49079. Such information shall include the student's name, the nature of the violation, and the date(s) of the incident(s). Unit members shall maintain any information received pursuant to this provision in confidence for the limited purpose for which it is provided and shall not further disseminate it.

16.6.2 Upon receipt, the District shall review the records of newly-enrolled students and notify unit members of pertinent information as described in Article 16.4.1 above.

~~16.7~~ Any alleged violation of this Article of the contract shall first be preceded by a written notice from the affected certificated personnel or the Association and shall allow five (5) business days for the District to correct any such alleged violation.

16.7

16.8 Restorative Practice Position

16.8.1 As a Restorative Practice District, it is important to ensure that staff is in place to provide the important restorative practice services for students and staff.

16.8.2 Every secondary school site shall have at least one Restorative Practice position.

16.8.3 The Restorative Practice position shall be 50% teaching and 50% Restorative Practice for each workday. The site principal and the Restorative Practice bargaining unit member shall collaborate on a schedule that works for their site. The position will only be counted as a 0.5 FTE for purposes of this ratio.

16.8.4 All bargaining unit members hired for the Restorative Practice position



Antioch Education Association

United for Students

- shall be trained in Restorative Practice processes during the workday by the Wellness Culture and Climate Team (WCC).
- 16.8.5 The WCC team shall provide phone support for the Restorative Practice position.
- 16.8.6 All bargaining unit members selected for the Restorative Practice position shall be paid their per-diem rate to complete any restorative practice meetings outside of the workday.
- 16.8.7 For elementary sites needing support for Restorative Practices, the secondary bargaining unit members selected for the position shall support their feeder elementary schools.
- 16.8.8 All bargaining unit members who apply shall receive an interview. The interview panel shall at least include the site principal and a bargaining unit member from the WCC.
- 16.8.9 These Restorative Practice positions shall begin in the 2023-2024 school year.