

District Counter Proposal to FCEA Proposal of 04.19.2023
Presented 05.11.2023 1:32 p.m.
KKB 05.24.2023 3:22 p.m.
KKB 06.02.2023 4:00 p.m.

**PROPOSAL FOR A
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
AND THE
FOLSOM CORDOVA EDUCATORS ASSOCIATION**

(Article 15 – Safe Working Conditions)

The Folsom Cordova Unified School District (“District”) and the Folsom Cordova Education Association (“FCEA” or “Association”) are parties to a collective bargaining agreement (CBA) which expires on June 30, 2023.

The parties have agreed that Article 15 – Safety, of the CBA, shall be modified as shown on Attachment A to this MOU.

This shall fully and finally resolve all bargaining regarding Article 15 for the 2022/2023 school year.

FOR THE FOLSOM CORDOVA
EDUCATION ASSOCIATION

By: Tracy Suter
Tracy Suter

Date: 6-5-23

FOR THE FOLSOM CORDOVA UNIFIED
SCHOOL DISTRICT

By: Donald Ogden
Donald Ogden

Date: 6-5-23

FCUSD Board Ratification: _____

ARTICLE 15 – SAFETY

15.1 Safety Reports

15.1.1 Bargaining unit members shall report, in a timely manner, unsafe working conditions (a condition that endangers health and safety) to their immediate supervisor or designee.

15.31.2 Employees shall complete reports required by the District relating to the violations described herein.

15.2 Environmental or Building Facility Safety

15.2.1 Upon notification, the District shall take appropriate corrective action as soon as practicable.

15.52.2 The District is checked periodically for health and safety conditions at the District office and individual schools. This inspection includes, but is not limited to:

- Fire Marshal
- County Health Department
- Liability Insurance Inspection
- Safety and Sanitary Inspection
- Occupational Safety Health Act Inspection
- Facilities Inspection (FIT)

15.72.3 Management will report health and/or safety hazards to employee(s) affected or likely to be affected.

15.2.4 When a unit member is required to be on campus, the District will ensure that there is an administrator/trained designee available on site to the unit member to address serious problems. The name of the trained designee shall be communicated to the site staff. This does not apply to extracurricular activities.

15.92.5 ~~Bargaining u~~Unit members ~~will~~ shall not be required to be on campus alone after dark.

15.12.6 The District shall maintain classroom temperatures as recommended by Cal OSHA. At the time of negotiations, this range was between 68 and 78 degrees ~~The temperature in a classroom shall remain between sixty (60) and eighty four (84) degrees.~~ If the temperature consistently and continuously remains outside ~~this~~ the range for a minimum of five (5) consecutive days from the first (1st) reported day, every reasonable effort ~~will~~ shall be made to create a

suitable working environment. This is not intended to address the time waiting for the HVAC system to properly achieve the desired temperature (e.g. brining the classroom to temperature on a cold day).

15.1 ~~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 administrator.~~

15.3 Assault

15.3.1 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor and shall make a worker's compensation report if injured.

15.3.2 The District shall annually provide voluntary inservice training on pupil de-escalation techniques.

15.23.3 In maintaining a safe learning environment for all students, a teacher, while performing his/her contractual duties, may use reasonable force, as is necessary, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.

~~15.3 Employees shall complete reports required by the District relating to the violations described herein.~~

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

15.5 The District is checked periodically for health and safety conditions at the District office and individual schools. This inspection includes, but is not limited to:

- Fire Marshal
- County Health Department
- Liability Insurance Inspection
- Safety and Sanitary Inspection
- Occupational Safety Health Act Inspection

15.6 Employees will report health and/or safety hazards to their site level administrators.

~~15.7 Management will report health and/or safety hazards to employee(s) affected or likely to be affected.~~

~~15.8~~ When teaching staff is required to be on campus, the District will ensure that there is an administrator/designee available on site to teaching staff for serious problems when the site administrator is off campus and unavailable. This does not apply to extracurricular activities.

~~15.9~~ Bargaining unit members will not be required to be on campus alone after dark.

~~15.10~~ Each building principal shall establish a chain of command to supervise in his/her absence, communicate this chain to the staff, and train the designees regarding appropriate responsibilities in emergency situations.

15.4 Notice of Student Behavior

~~15.114.1~~ Whenever information comes to the principal's attention which clearly identifies a student with a history of causing or threatening to cause physical injury to staff and behavior stipulated by paragraphs five (5) and six (6) of subdivision (e) of Section 243 of the Penal Code which has been adverse to the safety of others, and which information is not privileged under the law, the principal shall inform the teacher(s) unit member(s) to whom the student is assigned as soon as reasonably possible within two school days.

15.4.2 Any information received by the teacher pursuant to this section shall be received in confidence for the limited purpose of informing the unit member for which it was provided and shall not be further disseminated by the teacher unit member.

~~15.12~~ The temperature in a classroom shall remain between sixty (60) and eighty four (84) degrees. If the temperature remains outside this range for a minimum of five (5) consecutive days from the first (1st) reported day, every reasonable effort will be made to create a suitable working environment.

15.135 Suspension of Pupil by Teacher

~~15.135.1~~ A teacher may suspend any pupil from his/her class for any of the acts enumerated in California Education Code, Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for the appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school District. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or

guardian so requests. 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.

15.135.2 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 subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

15.135.3 A teacher may also refer a pupil, for any of the acts enumerated in California Education Code, Section 48900, to the principal or the principal's designee for consideration of a suspension from the school.

15.145.4 The term "day" is applied as follows:

15.145.4.1 For secondary students, it is an instructional period.

15.145.4.2 For elementary students, it is a regularly calendared school day.

15.156 SafetyGeneral Information

15.156.1 The District will send a notice to all teachers advising them of worker's compensation, District insurance coverage and their entitlement to legal support, should they be sued while lawfully acting in the line of duty. The notice will include a copy of the applicable Education and Government Codes and will reference Article 15.2 of this Contract.

15.156.2 The District agrees to direct the existing District Safety Committee to meet with the Assistant Associate Superintendent, Human Resources, to review the collective bargaining agreement article on "safety". The Safety Committee shall be charged with preparing recommendations for changes in the contract language to be considered by FCEA and the District.