

# **CERTIFICATED CBA \* ARTICLE 15: SAFETY**

## **CAUSE \* 1st COUNTER PROPOSAL**

*Submitted - July 13, 2023 CERTIFICATED Bargaining Cycle 2023-24*

### **Background:**

On June 5, 2023, CAUSE submitted its initial proposal on **ARTICLE 15: SAFETY**.

The bargaining partners met on July 13, 2023, to further negotiate **ARTICLE 15: SAFETY**. At that time, CUSD provided CAUSE with its first counter proposal on **ARTICLE 15: SAFETY**. The District rejected all the proposed SAFETY improvements contained in the Union's initial proposal.

Therefore, the Union now submits (*herein*) its first counter proposal on **ARTICLE 15: SAFETY**.

**[ NOTE:** *Article 15: SAFETY is currently located on page 86 of the CERTIFICATED CBA. Union Leadership acknowledges that there are currently two different ARTICLE 15's included in the CERTIFICATED CBA (SAFETY p.86 & Organizational Security p.40); a result of the District's failure to properly maintain new agreements in a manner that reflects the TABLE OF CONTENTS. For the 5th successive year, the Union requests that the District immediately update the CERTIFICATED CBA to reflect the appropriate placement of all agreements reached over the last 5 years and to minimize the challenges employees, administrators, and Board Members experience when trying to efficiently access the contractual provisions therein. ]*

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**2023-24 PRIORITIES:**

- A. The following proposal stands independent of and from other proposals that have been provided or will be providing in the future. This proposal is not intended to serve as a comprehensive proposal for the 2023-24 bargaining cycle.
  
- B. The Union will use the routine process of STRIKETHROUGHS (ex. ~~abcd~~ - for language we do not support) and **bolded & underlined** text for proposed new language we do support.
  
- C. A summary of the Union's interests (per provision) have been provided and are highlighted in yellow.

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**Interest...**

**Standardized School-Site / Facility Visitor Registration Processes:** The Union encourages a standardized visitor registration processes across the District, to better ensure that CUSD is aware of who is on our school-sites and facilities at any time, while providing stakeholders a consistent process when coming and going from the range k-12 sites. Such a process would also allow the District to review visitor data in the event of a SAFETY need. A standardized visitor registration process would also ensure that a student or family member, routine visitor, or District employee would need only to learn a single process in their years of working or articulating through the larger CUSD k-12 system. Such a process should provide efficiencies of scale in regard to training and resourcing the visitor registration needs across the system. Similarly, in the event of an emergency, registration forms can be used to provide an accurate account of who, how many, and where visitors can be quickly located.

**14.15 - Standardized School-Site / Facility Visitor Registration Processes**

**14.15.1 - Employees will adhere to all rules associated with the “Standardized School-Site / Facility Visitor Registration Processes”**

**14.15.2 - Employees will work to ensure support and inform parents, substitutes, and school-site/facility visitors about the registration processes.**

**14.16 - District-Wide Security Badging: for District Personnel, Routine Visitors (i.e. Substitute Teachers, Parent Helpers, Mentors, Contractors, etc.) & Guest Visitors**

**14.16.1 - Employees will adhere to all rules associated with the “District-Wide Security Badging”**

**14.16.2 - Employees will wear their badges at all times, when serving or visiting a District school-site/s or facility/ies**

**14.16.3 - Employees will immediately report missing or lost badges to District site & facility administration.**

**14.16.3.1 - Administration will produce new District badges within 48 hours of said report.**

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**Interest...**

**Single Access Points @ School-Site / Facility: during Instructional & After School Program Hours:** Single access points help to ensure that administrative school-site and facility staff are aware of both who is on a given site or facility at any time, and that the school-site or facility's registration processes are being followed. As maintaining a single access point during instructional hours and ASP hours ensures that a visitor may not enter through one access point, leave through another, and unintentionally confuse or undermine the school-site's or facility's effort to monitor who is coming and going from said sites/facilities.

**14.17 - Single Access Points @ School-Site / Facility: during Instructional & After School Program Hours**

**14.17.1 - Employees will adhere to all rules associated with the "Single Access Points @ School-Site / Facility"**

**14.17.2 - Employees will take responsibility for maintaining the single access post initiatives and expectations during instructional and After School Program hours**

**14.17.3 - Employees will take responsibility for keys / methods required to ensure that locked access points can be re-opened quickly in the event of an emergency.**

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**Interest...**

**District-Wide CPR & First Aid Training:** The Union's proposal is motivated by the desire to ensure students, parents, and colleagues that District employees are as prepared as possible to respond to any event requiring FIRST AID or CPR. The first obligation of all District employees is to provide for and promote the safety and well being of the children in our care. Therefore, we promote a return to the District's previous posture, when Superintendent Rigby first arrived, and all District employees were trained in CPR and First Aid. Understanding that every employee may not be capable of the composure and poise required to deliver services during an emergency event, previous training experience across the CUSD suggested that at least half of the District personnel were comfortable being a 'go to' person at the time of a CPR or First Aid event, and sought fully credentialed status through the trainings offered. Over time, training costs can be reduced by encouraging employees to seek credentialing, which lasts for a period of years. Similarly, CPR & First Aid training could be conducted on the first Professional Development day of the annual school year, focusing the collective energies of the District, avoiding other more expensive and less valuable professional development costs, and bringing all employees and District families around the concept of student and staff safety and well-being.

**14.18 - District-Wide CPR & First Aid Training: w/ annual Certification offered to all interested District employee and parent**

**14.18.1 - All employees are required to attend annual CPR & First Aid trainings**

**14.18.2 - Employees will participate in CPR & FIRST AID training during work hours, on Professional Development Days, or during routine School-Site early-release or early-morning meeting hours.**

**14.18.3 - Employees interested in becoming certified may receive certification via the District's training options. School-Site/Facility Staff Meetings)The Union would be open to contractualized expectations related to CPR / First Aid .**

**14.18.4 - Although employees must attend an annual CPR & FIRST AID training, employees are not required to get certified in CPR & FIRST AID**

**14.18.5 - Employees who are certified may, at their discretion, choose not to participate in annual CPR & FIRST AID trainings.**

**14.18.6 - First Aid / CPR Stipend: Any unit-member possessing and demonstrating a RED CROSS (or similar) First Aid & CPR certification for the entire instructional year, will be eligible for a three-hundred dollar (\$300) annual stipend; unless trained on a CUSD Professional Development day, where the annual stipend will be reduced to one-hundred & fifty dollars (\$150).**

**6.3.3.1 - Eligible unit-members who are credentialed to provide CPR/FIRST AID training will receive an additional one-hundred fifty (\$150) stipend annually.**

**6.3.3.2.1 - Eligible unit-members who are credentialed to provide CPR/FIRST AID training must train no less than 10 unit-members to be eligible for the stipend.**

**6.3.3.2.2 - Eligible unit-members who provide CPR/FIRST AID training for more than 30 unit-members in an annual instructional year will be eligible for an additional one-hundred (\$150) stipend, above the original one-hundred fifty (\$150) stipend training stipend..**

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**Interest...**

**SCHOOL-SITE/FACILITY SAFETY COMMITTEES:** The Union's proposes a return to a significantly more robust SAFETY posture in the District, where SAFETY committees populated more effectively and meetings are held on a monthly basis.

The re-implementation of robust, transparent, & collaborative SCHOOL-SITE & the DISTRICT SAFETY COMMITTEES would better ensure that the entire CUSD system was discussing, reporting, learning from, documenting safety concerns, questions, & recommendations; up and down the chain of command.

School Site committees would include parent leaders, Mental Health specialists, site-administrators, counselors, faculty & support staff, Union site-representatives, and at the secondary level, student representative/s.

DISTRICT committees would also include External Agency Partners (*ex. Law, Fire & Rescue, Carpinteria Planning, SB County Ready, Set, Prepare, etc.*).

The overarching goal of returning to a more robust safety posture would be to ensure that all stakeholders in the District have an opportunity to row in the same direction on the topic of student safety and well-being.

**14.19 - SCHOOL-SITE/FACILITY SAFETY COMMITTEES**

**14.19.1 - CERTIFICATED [& CLASSIFIED] employees serving in specific job classifications (School Counselor, Lead Custodian & Office Coordinator) will participate directly on SCHOOL-SITE/FACILITY SAFETY COMMITTEES**

**14.19.2 - CERTIFICATED [& CLASSIFIED] employees serving in specific job classifications (School Counselor, Lead Custodian & Office Coordinator) will attend a site safety meeting at monthly**

**14.19.3 - Employees serving in designated roles on SCHOOL-SITE / FACILITY SAFETY COMMITTEES, will receive a stipend for their service (To be negotiated).**

**14.19.4- Each school site will have a School-Site Safety Committee, which stands independently from that sites School Site Council. Said committee will be composed of 2 faculty, 2 support staff, 2 administrators, 2 Union representatives, the school site lead-custodian, the school site office coordinator, school site tech-teacher. CAUSE shall appoint up to two members to serve on these committees. The School Site Safety Committee shall distribute to all staff the minutes of safety meetings, which shall include the issues and steps being taken to achieve employee and student safety.**

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**Interest...**

**DISTRICT SAFETY COMMITTEES:** The Union's proposes a return to a significantly more robust SAFETY posture in the District, where SAFETY committees populated more effectively and meetings are held on a monthly basis.

The re-implementation of robust, transparent, & collaborative SCHOOL-SITE & the DISTRICT SAFETY COMMITTEES would better ensure that the entire CUSD system was discussing, reporting, learning from, documenting safety concerns, questions, & recommendations; up and down the chain of command.

School Site committees would include parent leaders, Mental Health specialists, site-administrators, counselors, faculty & support staff, Union site-representatives, and at the secondary level, student representative/s.

DISTRICT committees would also include External Agency Partners (*ex. Law, Fire & Rescue, Carpinteria Planning, SB County Ready, Set, Prepare, etc.*).

The overarching goal of returning to a more robust safety posture would be to ensure that all stakeholders in the District have an opportunity to row in the same direction on the topic of student safety and well-being.



**14.20 - DISTRICT SAFETY COMMITTEES**

**14.20.1 - CERTIFICATED [& CLASSIFIED] employees serving in specific job classifications (Lead Counselor, School Site Lead Custodian & primary Office Coordinator) will participate directly on DISTRICT SAFETY COMMITTEES**

**14.20.2 - CERTIFICATED [& CLASSIFIED] employees serving in specific job classifications (Lead Counselor, School Site Lead Custodian & primary Office Coordinator) will attend a monthly DISTRICT SAFETY COMMITTEE meeting.**

**14.20.3 - At least one CERTIFICATED School Site Council Representative will attend monthly DISTRICT SAFETY COMMITTEE meetings.**

**14.20.4 - Employees serving in designated roles on DISTRICT SAFETY COMMITTEE, will receive a stipend for their service (To be negotiated).**

**14.20.4 - Each school site will have a School-Site Safety Committee, which stands independently from that sites School Site Council. Said committee will be composed of 2 faculty, 2 support staff, 2 administrators, 2 Union representatives, the school site lead-custodian, the school site office coordinator, school site tech-teacher. CAUSE shall appoint up to two members to serve on these committees. The School Site Safety Committee shall distribute to all staff the minutes of safety meetings, which shall include the issues and steps being taken to achieve employee and student safety.**

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**Interest...**

**Extensions / “Me Too”**: As stated in our safety trainings of the past, school-ste, facility, and District safety is not an us or them, it is an us venture. We are only as strong as our weakest link, and so, it is critical that on matters of District safety and student well-being, we are coordinating and preparing as transparently and collaboratively as possible. In regard to the concept of safety across the District, Union leadership and best practices suggest that what is good for CERTIFICATED is good for CLASSIFIED, and vice versa.

**14.21 - Extensions / “Me Too”**

**14.21.1 - Any changes to the CERTIFICATED or CLASSIFIED SAFETY ARTICLE, will be extended to each Collective BARGAINING AGREEMENT; as was the practice pursued when the SAFETY ARTICLE was first brought to the District by joint agreement.**

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[ **NOTE**: Below, the Union will use the routine process of STRIKETHROUGHS (ex. ~~abcd~~ - for language we do not support) and **bolded & underlined** text for proposed language we do support. ]

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**14.1** - The District is committed to employee safety and endeavors to provide all employees with a safe and healthy working environment. The District has the responsibility for the safety of employees.

**14.2** - The District shall prepare, publish and post rules for safety and the prevention of accidents; provide protective devices where they are required for the safety of employees; and provide safe equipment where such equipment is required for the conduct of the District's educational program and the operation of schools.

**14.2.1** The Superintendent or designee shall be responsible for the promulgation of District safety rules and procedures.

**14.2.2** Employees shall be responsible for observing all safety rules and standards and shall promptly report to the direct supervisor in writing any alleged unsafe or unhealthy conditions found in District facilities.

**14.3** - Unit members are to report any alleged unsafe or potentially unsafe conditions to their appropriate supervisor. Oral communications shall be confirmed in writing. Upon receipt of the unit member's written report of unsafe conditions, the Superintendent or designee will acknowledge in writing what action, if any, will be taken on the reported condition, **as well as what actions have been taken to verify the credibility of the alleged unsafe condition and/or report**. Such response shall occur within five (5) workdays.

**14.3.1 - Employees who report safety data and/or concerns will not be retaliated against, or be subject to arbitrary and capricious actions taken by the CUSD or by District Agents.**

**14.3.2 - Any video or surveillance data the District relies upon to better understand or investigate safety events, disciplinary events, employee or community member complaints, or matters that may impact a unit-member, will be shared with the unit member upon request; within a 5 work-day period.**

**14.3.3 - Any video or surveillance data the District relies upon to better understand or investigate safety events, disciplinary events, employee or community member complaints, or matters that may impact a unit-member or student, will be maintained for no less than the period required by law, or 10 years; whichever period is longer.**

**14.4 - First aid materials shall be available at all facilities maintained by the District. Those materials will be itemized and the itemized list will be provided to faculty and support staff, so as to better inform site-employees of the opportunities and resources that exist when responding to a safety or emergency event.**

**14.5 - Any unit member who is threatened with bodily harm or who suffers bodily harm while fulfilling assigned duties shall, promptly report the threat or harm, followed when time permits, with a written report to the appropriate supervisor. The Superintendent or designee is authorized to initiate, when appropriate, legal proceedings against any individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises or while conducting authorized district business.**

**14.5.1 - When violations occur that endanger or threaten the safety or security of an employee, the supervisor shall immediately report the incident to the Superintendent or designee, who shall make necessary reports to law enforcement.**

**14.6** - Any unit member who is concerned about communications from students, parents, or community members either directly or by an "electronic act" that are potentially threatening or defamatory shall bring those communications to the attention of his or her appropriate supervisor, so that they may be evaluated in light of legal requirements for an appropriate response. An "electronic act" is defined as the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to a message, text, sound, or image or an online / electronic post.

**14.6.1** - Due to the ever-changing nature of the electronic age in which we live, section 15.6 will be reviewed for relevancy on a yearly basis.

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**14.6.2** - Any supervisor who has knowledge of a threat of bodily harm to a staff member or group of staff members shall promptly notify said staff member(s) and take appropriate action to protect the employee(s). The supervisor will also take action to notify the Superintendent or designee.

**14.6.3** - All employees shall take immediate action upon being made aware that any person is in possession of an unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/ her own judgment as to the potential danger involved and, based upon this analysis, shall do one of the following: confiscate the object and inform the appropriate supervisor or deliver it to the supervisor immediately, who shall take appropriate action and notify the Superintendent or designee.

**14.6.4** - When absence is caused by an assault, a credible threat of an assault or injury that occurs within the scope of employment, the unit member shall be accommodated. The District shall grant the employee paid leave including but not limited to industrial or accident leave.

**14.6.4.1 - The District will confirm said status of leave days; within 3 days of the leave event.**

**14.7** - Assaultive Behavior Training: Within two weeks (or as otherwise reasonably scheduled) of a unit member's assignment to work with students who have a history of assaultive behaviors, the unit member shall be trained in the management of assaultive behaviors. Should other unit members wish to be trained in the management of assaultive behaviors and the District agrees it would assist that unit members' job performance, the District will schedule and conduct the training as time permits.

**14.8**- CAUSE shall appoint up to two members to serve on the District Safety Committee. The District Safety Committee shall distribute to all staff the minutes of safety meetings, which shall include the issues and steps being taken to achieve employee and student safety.

**14.9 - Surveillance recordings, videos, etc**

14.9.1 - All public space electronic video security equipment used will be in accordance with state, local, and federal law. Under no circumstances shall the contents of any video media be exploited for purposes of profit or commercial publication, nor shall recordings be distributed to third parties except as may be required by law.

14.9.2 - Information must be handled with an appropriate level of security to protect against unauthorized access, alteration, or disclosure. All appropriate measures must be taken to protect and individual's right to privacy and hold CUSD information securely through its creation, storage, transmission, use, and deletion.

14.9.3 - On a per site basis, the CUSD will provide all Unit members a current list (~~published each month~~) [withdrawn 5.9.2023] of the (A) [withdrawn 5.9.2023] location and (B) type [withdrawn 5.9.2023] of surveillance cameras, videos, recording devices, any electronic device or media used to create and/or transmit surveillance data that has originated on or off the school site, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to a message, text, sound, or image or an online / electronic post:[withdrawn 5.9.2023]

#### 14.10 - Purpose of Surveillance Tools

14.10.1: The sole purposes of security cameras in public areas is to deter crime and to assist Superintendent in protecting the safety of personnel, students and the property of CUSD. Any diversion of security technologies and personnel for other purposes (e.g., monitoring of political or religious activities, or employee and/or student evaluations or discipline) would undermine the acceptability of these resources for critical safety goals and is therefore prohibited by this procedure.

14.10.2: Security cameras will be used in a professional, ethical and legal manner, consistent with all existing CUSD policies and local, state and federal laws and regulations.

**14.10.3: Information obtained through security recordings will only be released when authorized by the Superintendent. The educator(s) involved in this release and, CAUSE President will be notified, in written form, of the information obtained and released, and to whom the release is granted to, whereas law permits.**

#### **14.11 - MONITORING AND ACCESS TO DATA**

**14.11.1: Under no circumstance will CUSD use camera technology to monitor CUSD employees, faculty, other academic personnel, students, vendors, contractors or other visitors work behavior.**

**14.11.2: Only the Superintendent may release data produced by video security applications to authorized personnel. Authorized personnel will consist of:**

- a) CUSD Superintendent**
- b) CUSD Director of Technology**

**14.11.3: When an incident is suspected to have occurred, designated (in writing) personnel may review the images from security camera data.**

**14.11.4: Personnel are prohibited from using or disseminating information acquired from CUSD security cameras, except for official purposes. All information and/or observations made in the use of security cameras are considered confidential and can only be used for official CUSD and law enforcement purposes.**

**14.11.5: . Only the Superintendent /Director of Technology may review the results of the use of recording equipment. Other individuals who may have a legitimate need (in accordance with the law) to review the**



recorded material may be permitted to do so, but only with prior written notification to the educators and CAUSE President.

#### **14.12 - PUBLIC AND OTHER AGENCY REQUESTS**

Public and media requests for video images captured by security cameras will be made available only to the extent required by law. In many cases, especially where an employee or student is identifiable, a subpoena will be required.

#### **14.13 - DATA RETENTION**

No attempt shall be made to alter any part of any security recording. Security centers and monitors will be configured to prevent camera operators from tampering with or duplicating recorded information. CUSD will maintain all video, camera, photographic, audio, etc. media and recordings for the period of ten years.

#### **14.14 - AUDIO RECORDING**

14.14.1: Both parties recognize that California law prohibits audio recording unless both parties provide permission.

14.14.1.1: Educators shall have the ability to opt-in to audio recordings, and shall be able to opt- out of audio recordings, prior to any specific recording event..

