

ARTICLE IX -MEMBER SAFETY

ARTICLE 9.1- STUDENT DISCIPLINE AND CONFIDENTIAL MATERIAL

The District shall provide access to non-confidential information on the students' background to Bargaining Unit Members and shall provide access to student records to Bargaining Unit Members with legitimate professional interest. Such access shall be in compliance with District Policies.

The District shall make available within 72 hours to all Bargaining Unit Members who have contact with the student, written records that the District maintains or receives from law enforcement agencies regarding a student who has caused, or who has attempted to cause, serious bodily injury or injury to another person, as defined in paragraphs (5) and (6) of subdivision (E) of the Penal Code as mandated by Education Code §49079.

Bargaining Unit Members shall not inflict corporal punishment on students. Pursuant to Section 49001 of the California Education Code. "Corporal Punishment" means willful infliction of, or willfully causing, the infliction of physical pain on a pupil. An amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance, threatening physical injury to persons or damage of property, for the purpose of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section.

As provided in Education Code §44807 and to the extent permitted by law, every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. Further to the extent permitted by law, a Bargaining Unit Member shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The provisions of this section are in addition to and do not supersede the provisions of Education Code §49000. The District will take no disciplinary action against a Bargaining Unit Member who acts in compliance with state laws relating to corporal punishment and use of physical force.

In accordance with Education Code §48910: A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in 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. 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. On the day of the suspension, or if necessary, the following school day, the teacher shall ask the parent or guardian of the pupil to attend a parent teacher conference regarding the suspension no later than three (3) days after 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 or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

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

The District may require the parent of a pupil who has been suspended for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or willfully defying the authority of school personnel to attend a portion of a school day in his or her child's classroom. In accordance with Education Code §49451, whenever there is a good reason to believe that a child is suffering from a recognized contagious or infectious disease, he shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist. The Bargaining Unit Member shall be informed when the child is cleared to return to the classroom and be given adequate notice to prepare for the child's return.

ARTICLE 9.2- ASSAULT AND BATTERY

Assault is defined as an unlawful threat or an attempt to harm another physically. Battery is defined as intentional or wrongful physical contact with a person without his or her consent that entails some injury or offensive touching.

Bargaining Unit Members shall immediately report all cases of assault and/or battery suffered by them in connection with their employment to their immediate supervisor, who shall, according to statute, report the incident to the local law enforcement authorities. The Superintendent or designee will be notified of the incident, and he/she must comply with any reasonable request from the Bargaining Unit Member for information relating to the incident of the persons involved. It is the right of the Bargaining Unit Member to contact law enforcement as he/she deems necessary.

Assault, battery, physical abuse, and/or verbal abuse, **including bullying by means of an electronic act** of a Bargaining Unit Member or other person shall be cause for **the following actions:**

9.2.A A suspension or expulsion of the student engaging in such conduct. Such conduct should be reported immediately to the site administrator. The site administrator will notify all Bargaining Unit Members who have contact with the student regarding a student who has caused, or who has attempted to cause, serious bodily injury or injury to another person, as mandated by Education Code §49079.

9.2.B If the behavior by a student is threatening or violent and poses a clear, present, and immediate danger to the personal safety of classroom staff, or student(s), they will be suspended from the class. During the suspension from class, the site Administrator, the BTA President or their designee, and the teacher involved, will conduct a meeting to determine if restorative practices and other means of correction, consistent with California Education Code, can address the situation. If the team decides during the meeting that it is in the best interest of the student and the teacher involved, the student shall be placed in another classroom for the remainder of the school year. All information regarding the behavior or actions of the student shall be shared with the new teacher(s).

ARTICLE 9.3- TELEPHONES

The District shall afford Bargaining Unit Members access to telephones located to provide privacy of conversation for school-related calls. Each site shall provide a telephone security plan, with a non- internet based communication device as a backup (i.e. walkie talkies), to prevent harm to students and Bargaining Unit Members.

ARTICLE 9.4 - GENERAL SAFETY CONDITIONS

If a Bargaining Unit Member reports to the site administrator or designee an alleged health or safety hazard, the administrator will address or resolve the issue within 48 hours, and the Bargaining Unit Member shall be informed as to the status of the matter within five (5) duty days, from the occurrence.

When, in the judgment of a Bargaining Unit Member, the continued presence in class, or on campus, of a pupil represents a physical danger to the Bargaining Unit Member, he/she may refer the matter to the appropriate site administrator for processing in accordance with state law and District procedures.

Material safety data sheets (MSDS) on toxic chemicals and substances requiring such use at the sites will be kept at a central place and made available to all Bargaining Unit Members upon request. Bargaining Unit Members will be notified as soon as possible as to any additions to the list of substances requiring MSDS used on site. No Bargaining Unit Member, without authorization from the site administrator, brings to, store, dispose of, or use at a District site any toxic or other substance requiring MSDS in any manner not in accordance with the mandated safety procedures on the MSDS. In the case of classes in which such material are authorized for

use, the District shall bear the expense of providing proper storage and /or removal of the materials. If injuries are sustained by the Bargaining Unit Member in the scope of their duties, he/she shall, on the same day of the incident or the next work day if it was not reasonable to do so, submit a written report on a form supplied by the District to the site administrator.

ARTICLE 9.5 CLASSROOM HEALTH AND SAFETY

The District will provide a clean, safe, environment for students and staff following the District's Maintenance & Operations departments procedures and timelines.

If duties need to be modified due to staffing shortages, the site administration will promptly inform the staff.

If a Unit Member's classroom has not been cleaned, the member is to request a meeting with the site administrator, and BTA president. If the issue still has not been resolved, a grievance may be filed.

ARTICLE 9.6- SAFETY INSPECTION REPORTS

The District shall provide the Association, upon request, with copies of safety or fire marshal inspection reports.

ARTICLE 9.7- ENVIRONMENTAL CONDITIONS

The District shall provide for remediation or relocation when a combination of weather and heating, ventilation, or air conditioning failure has made indoor environmental conditions below 60° or above 85° in the Unit Members' workstation. In addition, the District will instruct all Bargaining Unit Members to comply with Air Quality Management District (AQMD) regulations requiring reduced activity when warranted by high pollution levels.

ARTICLE 9.8- EMERGENCY PROCEDURES

In the case of an emergency, as defined by the site administrator, Bargaining Unit Members may be required to provide services until the cessation of the emergency condition. The Bargaining

Unit Member may leave only with the permission of the site administrator. Failure to meet this expectation may result in deduction of leave credit and other disciplinary action deemed appropriate.

The District will provide a pre-approved list, mutually agreed upon with the bargaining unit, to reimburse members for safety window coverings by September 30, 2022. There shall be an established safety committee for the purpose of developing and maintaining efficient and effective safety practices for students and employees, such as; alternative locking devices,

single points of entry, emergency protocols, and maintaining the functioning of the District-wide state of the art camera system. The committee's membership shall be composed of an equal number of members being named by BTA and the District.

ARTICLE 9.9 LEGAL DEFENSE

- A. If civil proceedings are brought against a unit member in connection with employment, such unit member may request the Board to furnish legal defense counsel in such proceedings. If the Board does not provide such counsel and the unit member prevails in the proceedings, then the Board shall reimburse the unit member for defense counsel fees incurred and shall reimburse the unit member for any loss in salary. (Government Code ¶995-996.4)
- B. A unit member may seek a restraining order against a parent, community member, or student who has willfully and maliciously disrupted school activities or threatened to inflict an unlawful injury on the unit member for school business purposes. The unit member shall inform his/her site administrator that a restraining order will be sought. If the restraining order is obtained, the unit member's absence shall be considered official school business, and there shall be no deduction of sick leave or salary. A copy of the restraining order must be provided to the site administrator and Human Resources office.

ARTICLE 9.10 EMPLOYEES LIABILITY

Employees shall not be held liable for any loss of, or damage to items of school property used away from the school premises when such use is done with the prior written consent of the employee's supervisor, unless such loss or damage is due to the fault of the employee.

Johnny Baker, Banning USD

Randy Robinson, BTA Representative

Date

Date