

ARTICLE 11 - SAFETY CONDITIONS**11.1 The District shall furnish employment and a place of employment that is safe and healthful for all employees.**

11.2 The Superintendent or designee will negotiate with the Association to establish a Discipline Matrix that will serve as guide to school sites with regard to suspension and expulsion of students based on California Education Code. [Need to incorporate SB 419, proposal to follow.] Upon request of the Association or of the District, school sites can further mutually refine this matrix to explicitly discuss particular school needs or address problem school areas (such as the playground) or times of day (such as after lunch), but elements in the matrix shall be applied equally.

Schools are strongly encouraged to use alternative means of correction such as participation in programs that are restorative with positive behavior supports that included tiered interventions and other forms of correction that focuses on keeping students in school and learning.

The District will provide the resources and support that will be available to all teachers to implement and sustain alternative means of correction (particularly restorative practices) described in the preceding paragraph. (This section may need revision based on the SCTA Revised Proposal June 9, 2020 regarding Restorative Practices.)

11.3 A teacher may use reasonable force, as is necessary, to protect himself/herself from attack, 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.

11.4 Administrators will assist teachers who have been or are being assaulted while acting in the discharge of their duties.

11.5 In the case of any threat, assault, and/or battery upon a teacher, the local site administrator shall explain the relevant code sections to the affected teacher and shall assist the teacher in completing the written report of the incident on the appropriate form. The administrator in charge shall notify the police. If a formal complaint is to be made, it is the teacher's responsibility to file such complaint with the proper authorities but the administrator in charge shall lend assistance as requested. Any information in the possession of the District not privileged under the law and relating to the assault will be made available to the teacher upon request.

11.5.1 Upon request the District shall transmit to the Association a report of all such incidents of threat, assault and/or battery that have been recorded. In recognition of the District's workload, such requests shall be limited to one (1) per school year. The Association shall pay for all relevant costs of compiling and producing the report.

11.64 Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.

- 11.6.1 Teachers will be provided a means of directly communicating a need for assistance to the principal or designated person in charge in the case of any emergency when a potential for physical harm is evident or immediate assistance is required.
- 11.6.2 Teachers shall be provided lighting and security at night functions which are approved school activities.
- 11.7** A teacher may suspend, for the day of the suspension and the day following, any pupil from his/her class for any of the acts enumerated in the Education Code. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under the appropriate administrative supervision. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. 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.
- 11.7.1 A pupil suspended from a class shall not be placed in another regular class during the period of suspension without the permission of the receiving teacher. However, if the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- 11.7.2 The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignment and tests missed during the suspension.
- 11.8** The District will provide information to members of the bargaining unit to make them aware of the provisions of the Education Code which provides for exclusion of any student.
- 11.9** The Board shall reimburse employees for any damage or destruction of clothing or other items of personal property brought in and removed each day while on duty in the school, on the school premises, or at a school-sponsored activity as per District policy.
- 11.10** The District shall provide written current procedures for control of loiterers and unauthorized persons on or adjacent to school sites to every member of the bargaining unit and copies shall be posted in prominent locations on the school site.
- 11.11** In the interest and protection of students and teachers, the Board shall commit the school District to cooperate closely with all law enforcement agencies in matters of mutual concern.
- 11.12** Whenever information comes to the principal's attention which clearly identifies a student with a history of behavior which has been of concern to the safety of others, and which information is not privileged under the law, the principal shall inform the teacher(s) to whom the student is assigned as soon as reasonably possible.
- 11.13** For the protection of students and staff, each teacher shall be provided with a copy of the on-site emergency and disaster plan which has been developed for the school to which he/she is assigned.
- 11.14** A collection of the pertinent discipline codes delineating the rights and duties of all teachers with respect to student discipline shall be presented to each teacher and made available to each parent annually.

- 11.15** Teachers who are required to supervise students in activities other than the classroom and without the presence of an administrator will have the authority and responsibility to enforce state laws, District policy, school discipline code, and building rules.
- 11.15.1 Each building principal shall establish a chain of command to supervise in his/her absence.
- 11.16** Except in an emergency at least two (2) adults will be on duty at each Children's Center at all times, unless the affected teacher, in conference with the site supervisor, agrees to schedule aide time in another manner.
- 11.16.1 Each Children's Center Supervisor shall provide and post his/her weekly work schedule at each site under his/her supervision prior to effective date.
- 11.16.2 An adequate safe shall be provided at each Children's Center for the secure storage of money.
- 11.17** School principals shall make every effort to provide secured storage space for employees' personal property brought in and removed every day (e.g., clothing, watches, eyeglasses, etc.).
- 11.18** Adequate and safe transportation for authorized field trips shall be provided as available and necessary at every school.
- 11.19** A teacher who participates in a student-parent conference that gives formal notice of proficiency test deficiencies shall be held harmless by the District in any litigation by a parent or student.
- 11.20 The District shall comply with the following related to hand washing:
- a. Every classroom shall have a sink that is stocked with soap, hand sanitizer, and no touch hand drying equipment;
- b. Every classroom shall be provided hand sanitizer;
- c. Non-classroom workspaces shall be provided with hand sanitizer;
- d. Hand sanitizer and portable hand washing stations shall be provided at each worksite ingress and egress point;
- e. All hand washing/hand sanitizer supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.
- 11.21 The District shall ensure that every classroom and work space is furnished with facial tissue.
- 11.22 The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state and/or local health officials.

11.23 The District will provide the following environments for in-person classroom instruction to take place in those spaces with:

1. Currently equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or
2. For those occupied areas without a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better, portable HEPA air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area will be used.
3. The District install compatible CO2 monitors by the fall semester of 2021-2022, including installing CO2 monitors in rooms that lack compatible controls with the existing building control system. The District will retain a qualified 3rd party technician to complete a TAB report of all units by the end of spring semester 2022. A copy of that report will be provided to SCTA upon completion.

11.24 The District shall maintain and provide to the Association its Cal-OSHA Injury and Illness Prevention Program on at least an annual basis, or when it has been revised.

11.25 In the event of a pandemic, flu outbreak, or other public health issue, bargaining unit members who provide documentation of an underlying high-risk condition or who reside with someone with documentation of an underlying high-risk condition shall not be required to provide in-person instruction. The District shall provide alternative work assignments without loss of compensation or benefits.

As noted above, the Union is prepared to have further discussion regarding how this article may be viewed in light of potential agreements related to the lawful implementation of restorative practices.