

School Safety

Contract language concerning school safety usually focuses on areas in which employees' and students' personal and legal rights and protections from harm and danger are established to create a safe working and learning environment. These areas can also include rapid communication procedures in the event of an emergency. In addition, contract language tends to provide the following protections and common themes:

- Zero tolerance for weapons
- Support for staff
- Student expulsion when they present danger to students and staff

The following are affiliate model language and collectively bargained language samples showing these approaches:

NEA Affiliate Model Contract Language

STATE	WASHINGTON
DOCUMENT TYPE	CONTRACT REFERENCE GUIDE
GENERAL TOPIC	HEALTH AND SAFETY

26.1 The District and the Association are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. Therefore, the parties agree that an optimal teaching and learning climate for staff and

students requires a no tolerance policy for weapons, dangerous devices, and assaultive behavior. The parties recognize the increasing incidence of weapons, dangerous devices, and serious assaults in the schools, and recognize that with such serious misbehaviors, experience has shown that normal sanctions less severe than expulsion have failed to preserve a safe and orderly educational environment.

- 26.2 To achieve the above consistent with student due process and other legal requirements, the parties agree to collaboratively develop improved security procedures, expand training opportunities for all staff, and engage in cooperative problem solving to strengthen the working relationships among the administration, staff, students, and the community. Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited. The normal penalty is expulsion for possession or use of any weapons or dangerous devices, including but not limited to any weapon listed as a deadly weapon in RCW 9A.04.110 or local ordinances.
- 26.3 With any item that appears to be a weapon, is used by the aggressor as a weapon, or which the victim reasonably believes to be a weapon, the preceding paragraph will apply. The normal penalty is emergency expulsion and other appropriate sanction for any student who commits a serious assault. Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do physical harm, either student-to-student or student-to-staff). The emergency expulsion will continue if the principal or designee, in consultation with directly affected staff, has good and sufficient reason to believe the students' presence poses an immediate and continuing danger to employee(s), a student, other students or school personnel or an immediate and continuing threat of substantial disruption of the class, subject, activity or educational process of the students' school.

26.4 The standards for weapons and dangerous devices, and serious assaultive behavior apply to all students. Students expelled for weapons possession and/or serious assaultive behavior will be referred to the appropriate District office for:

Referral to a behavior modification program, if available.

Support and intervention services, as appropriate, if available.

A temporary school assignment.

A new school assignment.

27.7 Each worksite shall develop and communicate to the employees emergency procedures which shall include a method of rapidly communicating a need for assistance in emergency situations when a potential for physical harm is evident, or when immediate assistance is required. Emergency procedures will also include methods for providing rapid assistance in emergency situations when a potential for physical harm to the employees is evident. These provisions shall be implemented prior to the first day of student attendance, and shall be included in staff handbooks.

27.8 In the interest of employee safety, the Board shall cooperate with law enforcement agencies. Supervisors shall request assistance from law enforcement agencies when warranted.

27.9 If an employee wishes to file a criminal complaint, the superintendent or his/her designee and the administrator in charge of the school or department shall assist and cooperate with an assaulted employee in making his/her criminal complaint against either an adult or juvenile offender. The district reaffirms its policy to do everything possible in support of an employee who is assaulted while acting within the scope of his/her employment in accordance with district policies and direction especially when attempting to maintain order in a school.

27.10 Employees will be provided time off without loss of pay when appearing in a court proceeding relating to an action involving the employee which occurred as a result of and within the scope of his/her employment.

Notification of Law Enforcement Agency

The District shall notify the appropriate law enforcement agency for all of the following offenses: possession of any firearm; brandishing of a weapon or possession of a weapon; the assault on any student or staff member; arson or attempted arson; the sale, distribution, possession or use of any controlled substances, imitation controlled substances, or alcoholic beverages; the possession or the discharge of an incendiary device including firecrackers or other similar materials; and any other criminal offense that presents a danger to the safety of students or staff. Possession of a weapon will result in a student referral for a long term suspension, in all cases.

Reimbursement

The District will reimburse teachers for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids or other similar items which are damaged or destroyed as a result of an assault and/or battery suffered by a teacher while the teacher is acting in the discharge of his/her duties within the scope of his/her employment.

Assault Priority Transfer

Any employee who is the victim of an assault may apply for transfer to the next available open position at another work location in his/her certification area.

Assault Leave

Should an assault occur on an employee, the lost time shall not be deducted from sick leave or any other leave.

- 28.8 Possession or use of weapons, explosives, firecrackers or other items capable of producing bodily harm as defined in RCW 9.41 is prohibited. Employees will use their best professional judgment when deciding on the appropriate intervention strategy to use upon encountering an altercation between students where weapons are involved, taking into account the safety of students as well as their own safety. Students in possession of or using any weapons or dangerous devices will be subject to expulsion as specified in law.
- 28.9 Any item that appears to be a weapon and is used by the aggressor as a weapon and the victim believes the item to be a weapon, then the previous paragraph will apply. The employee, pursuant to WAC 180-40-290, has the right to emergency remove any student who has been found in possession of a firearm, explosive, firecrackers, or other dangerous weapon as defined in RCW 9.41.280, as long as the employee has good and sufficient cause to believe that the student's behavior continues to pose a danger to person or threat of disruption. Prior to the return of any student who has been removed, suspended, or expelled for a dangerous weapons violation, the District will, in conjunction with impacted employees and parent(s)/guardian(s) establish an enforceable behavior plan which must be adhered to as a condition of the student remaining in that employee's class.
- 28.10 The District will immediately and thoroughly investigate reports and rumors regarding dangerous weapons and take prompt and reasonable action to protect employees and students and their property.
- 28.11 The employee has the right consistent with the law to have a parent/guardian removed or restricted from his/her classroom/work station if the parent/guardian is abusive either verbally or physically.

STATE	ALASKA
DOCUMENT TYPE	MODEL LANGUAGE
GENERAL TOPIC	EMPLOYEE RIGHTS

Section 15AA –School Safety/Security

- AA.2 The district shall prosecute to the fullest extent of the law, any individual who physically or verbally abuses or intimidates or interferes with an employee performing his/her duties. To accomplish this end, the district will provide the affected employee with legal counsel at no cost to the employee.
- AA.3 The district shall post a clearly visible decal or sign in a prominent place in each major entrance and exit of every school building in the district. This decal or sign shall state: "The district shall prosecute to the fullest extent of the law any individual who physically or verbally abuses or intimidates or interferes with an employee within performance of his/her duties. Parents and guardians of students who willfully or maliciously damage or destroy school property will be liable for the cost of such damages."
- AA.4 Employees will not be expected or required to provide emergency treatment in situations involving weapons until/unless the scene has been secured by police or security personnel.

STATE	OHIO
DOCUMENT TYPE	CONTRACT LANGUAGE DEVELOPMENT GUIDE
GENERAL TOPIC	HEALTH AND SAFETY

HEALTH AND SAFETY COMMITTEE DUTIES

The parties shall establish and maintain a Health and Safety Committee with equal numbers appointed by the Employer and Union. The Health and Safety Committee shall be responsible for monitoring the safe and healthful condition of the workplace and for reviewing and recommending appropriate health and safety procedures to the Employer to be implemented. The responsibilities of the Health and Safety Committee shall include, but not be limited to the following:

- A. Monitoring and assisting in the operation of the local Health and Safety Program and making recommendations to the Employer for improvement. Remedies may include relocation of work station(s), reassignment of work or, in extreme circumstances, temporary excuse from work.
- B. Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.
- C. Reviewing the Employer's plans for abating or eliminating hazards.
- D. Reviewing responses to reports concerned with allegations of hazardous conditions, alleged health and safety program deficiencies and allegations of related discrimination.
- E. Reviewing procedures for handling health and safety suggestions and recommendations from employees.
- F. Reviewing reports of unsafe and unhealthful conditions where the hazard has been disputed.

___HEALTH AND SAFETY INFORMATION

___ The Health & Safety Committee shall have access to any records and or information needed to perform its responsibilities.

___ The Employer shall provide the Union access to health and safety records consistent with the Ohio Privacy Act and provide copies of such records as requested by the Union. The Employer shall notify the Union of the report of any job-related, disabling injury/illness within _____ () work days of the report and provide copies of the report to the Union.

___ The Employer shall provide to the Union and an affected employee(s), all available product information and safety data regarding any specific chemicals which the Employer provides to be used at the worksite.

___Safety Training

___ The Employer shall provide timely, appropriate, and adequate training for employees who are required to perform duties that involve potential hazards to health and safety.

___ Training conducted during work time shall be at the Employer's expense.

___ Employees attending training sessions outside of their regular work day shall be compensated as follows:

A. Hourly employees shall be paid according to the provisions of the Fair Labor Standards Act or the compensation provision of this contract, whichever is greater.

B. All other employees shall be paid at their per diem rate.

___ The Employer shall provide specialized training as necessary for Union-designated representatives on the Health and Safety Committee.

STATE	ILLINOIS
DOCUMENT TYPE	MODEL LANGUAGE
GENERAL TOPIC	WORKING CONDITIONS

8.13 Employer Safety Committee

Each work site of the Employer shall have a Site Safety Committee, and there also shall be a District-Wide Safety Committee. The purpose of these committees shall be to develop and annually review the health, safety, and emergency preparedness plan for employees at the site and/or district. The participation on these committees shall be voluntary and shall be selected by the members at each site. The members of the District Wide Safety Committee shall be appointed by the Association.

These committees shall also make the Employer aware of any unaddressed safety issue(s). Safety plans are expected to cover contingency plans for a wide variety of safety risks, including but not limited to:

- 1.) suspicious or unwanted persons on the work site;
- 2.) fire;
- 3.) earthquake;
- 4.) flood;
- 5.) evacuations;
- 6.) emergency school closings;
- 7.) weapons on the school property; and
- 8.) student violence.

STATE	NEW JERSEY
DOCUMENT TYPE	MODEL LANGUAGE
GENERAL TOPIC	HEALTH AND SAFETY

A Joint Health and Safety Committee shall be established and will consist of *...negotiated number ...* members appointed by the Association President and *...negotiated number ...* members appointed by the Superintendent. The President and Superintendent (or their designees) shall serve as Co-Chairs of the committee. The committee shall meet *...negotiated frequency...* and an agenda shall be prepared and distributed at least *...negotiated number of days...* in advance of the meeting. Such meetings shall occur during the normal work day and association members on the committee shall be released from work without loss of pay for the purpose of attending such meetings.

A training program for the committee, and subsequent training programs for all employees, shall be developed by the parties and will be provided by outside consultants who are jointly selected by the committee. The district shall bear all costs associated with this training.

Collectively Bargained language

TYPE OF CONTRACT	TEACHER
STATE	WASHINGTON
LOCAL NAME	SEATTLE EA

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

3 b. Weapons.

1) Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited.

2) Possession of Dangerous Device or Weapon Other Than Firearm: The normal penalty for possession or use of any weapons or dangerous devices will continue to be expulsion, except in the limited circumstances involving a first offense for the possession of an ordinary knife or other SPS defined weapon where there are no exceptional circumstances present and a sanction less than expulsion is necessary to comply with student due process rights. On the other hand, when a student uses a weapon or dangerous device, it is considered an exceptional circumstance and schools may proceed to expulsion without regard to progressive discipline.

3) Items That Appear To Be Weapons: The normal sanction is expulsion when a student uses any item that appears to be a weapon, is used by the student/aggressor as a weapon and the victim reasonably believes it to be a weapon.

4) The normal penalty is emergency expulsion and other appropriate sanction for any student who commits a serious assault.

5) Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do physical harm, either student-to-student or student-to-staff).

6) The emergency expulsion will continue if the principal or designee, in consultation with directly affected staff, has good and sufficient reason to believe the student's presence poses:

a) an immediate and continuing danger to employee(s), a student, other students, or school personnel; or

b) an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school.

4. Repeat Weapons and Serious Assault Offenders: Repeat offenders relating to weapons and or serious assaultive behavior will be expelled from their school, not from the SPS.

5. An employee will not be expected or required to provide emergency treatment in situations involving weapons if the employee has a reasonable belief the scene/area is not safe or secure.

a. Consequences

1) The standards for weapons and dangerous devices and serious assaultive behavior apply to all students. Students expelled for weapons possession and/or serious assaultive behavior will be referred to the appropriate SPS office for:

- a) Referral to a behavior modification program, if available.
- b) Support and intervention services, as appropriate, if available.
- c) A temporary school assignment.
- d) A new school assignment.

2) The SPS will track these students when they request readmittance after successfully completing a behavioral modification program.

3) The SPS will reassign these students on an even basis across the SPS in appropriate individual schools and classrooms when they are readmitted to a regular school, unless there are extenuating circumstances.

4) The SPS will provide the principal and SEA written reasons for the extenuating circumstances.

5) The principal will be responsible for distribution to impacted staff.

6) The principal or designee will immediately and thoroughly investigate oral and/or written reports regarding weapons, explosives and firecrackers and/or assaultive behavior.

- 7) The principal or designee will take prompt and reasonable action to protect employees and students and their property.
- 8) The principal or designee will report all incidents of weapons possession and/or serious assaultive behaviors to Safety & Security.
- 9) The student's parents or guardians will be promptly informed of the incident.
- 10) Students who have been expelled for offenses relating to weapons or serious assaultive behaviors must participate in and successfully complete an approved behavioral modification program prior to readmittance to a new regular Seattle Public School.
- 11) Every effort will be made to secure involvement and support of a parent, guardian or responsible adult.
- 12) The enrollment of juvenile sex offenders shall be in schools where victims or victims' siblings are not in attendance.
- 13) SPS policy regarding gangs on school grounds will provide for student suspension and/or expulsion.

TYPE OF CONTRACT	ESP
STATE	PENNSYLVANIA
LOCAL NAME	WARREN CO ESP

ARTICLE IV, RIGHTS OF EMPLOYEES

Section 10. In the event that any school building is evacuated by reason of any report or threat of damage by bomb, fire or weapon, no employee shall be required to remain in the building or search for any bombs or weapons.

Employees will be required to remain with students or be required to perform other evacuation assignments.

TYPE OF CONTRACT	TEACHER
STATE	OHIO
LOCAL NAME	PAINT VALLEY TA

APPENDIX H

BEHAVIOR CODE

A. STUDENT REGULATIONS

8. WEAPONS - Students shall not possess, handle, display or transmit any object that can reasonably be considered a weapon on school ground, or school buses, or at any school activity of school grounds.

TYPE OF CONTRACT	TEACHER
STATE	WASHINGTON
LOCAL NAME	ISSAQUAH EA

Article 1 Personnel - Rights and Responsibilities

Section 1.10.7 Threat of Injury, Weapons and Other Dangerous Devices on School

Property or at School Activities: On District property or at school-sanctioned activities, the District prohibits the threat of injury, possession or use of weapons, explosives, firecrackers or other items capable of being used for personal intimidation or for producing bodily harm and/or destruction of property.

Prohibited weapons and other dangerous devices include, but are not limited to, any weapon listed as a deadly weapon in RCW 9A.04.110, RCW 9.41.250 and 280, local ordinances or District rules. The District will prosecute to the fullest extent of the law any non-student(s) in possession of or using any such weapon or other dangerous device.

The District will expel immediately on an emergency basis any student(s) discovered in possession of or using any such weapons or other dangerous devices. The District may expel immediately on an emergency basis any student(s) discovered to own such weapons or other dangerous devices in the possession of and/or used by another person on school property or at school-sanctioned activities.

The emergency expulsion will continue so long as involved employees and the principal or his/her designee have good and sufficient reason to believe the student's presence poses an immediate and continuing danger to individuals (a student or students, certificated staff, or other school personnel), or an immediate and continuing threat of substantial disruption of a class, a subject, an activity or the educational process of the school. The expulsion will continue until the certificated staff and the principal or his/her designee agrees that the threat or danger ceases to exist, although special rules may apply to disabled students. If the certificated staff and the principal or his/her designee fail to agree that the threat or danger has ceased, the Superintendent will have final authority.