

03.18.2025 VUEA to VUSD Initial Proposal

04.16.25 VUSD to VUEA Counter #1

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04.16.25 VUSD to VUEA Counter #2

ARTICLE 34
ATTACKS, ASSAULTS, BATTERY & PHYSICAL THREATS

A. Definitions:

Attack To set upon or work against forcefully, to act on injuriously
Assault A violent physical or verbal attack
Battery The act of beating someone or something with successive blows; an offensive touching or use of force on a person without the person's consent
Threat An expression of intention to inflict evil, injury, or damage

B. Protocol:

Whenever any employee of Ventura Unified School District is attacked, assaulted or physically threatened by a student, the incident shall be **promptly** reported using the following procedures:

1. The Bargaining Unit Member shall immediately inform their site supervisor/administrator.
2. The supervisor/administrator shall confirm the employee felt threatened. The supervisor/administrator will assess the likelihood of the student carrying out the threat; and if appropriate, issue a school suspension and consider a school expulsion recommendation.
3. The supervisor/administrator should consult with Student Support Services (SSS) office.
4. The Bargaining Unit Member and the supervisor/administrator should complete an Assault/Battery on School Employees form, notify local law enforcement (if appropriate), and forward completed form to Student Support Services.

Upon request, ~~Should a Bargaining Unit Member who experiences an event that threatens their health or safety, or that of their student, upon request they will be provided with time out of the classroom to debrief in a safe and supportive environment not to exceed one (1) school day. The member must remain on campus and time shall be recorded as school business. During this time, the bargaining unit member will work with appropriate personnel, determined collaboratively between the member and the site administrator, to develop a plan to move forward with a safe classroom environment. Time out of the classroom will not exceed one (1) school day and shall be recorded as school business. refer to process and supports listed in Article 7 Safety Conditions sections C. and H.~~

5. Student Support Services (SSS) shall indicate the disposition on the form and send copies to law enforcement (if appropriate), Human Resources Department, the school, and if requested to the Bargaining Unit Member.

If the attack, assault or threat involved a parent or other community member, the incident shall be **promptly** reported using the following procedures:

1. The supervisor/administrator shall give *Notification of Disturbance, Interference with School or Loitering on School Grounds* notice to the perpetrator, and/or notify local law enforcement if incident constitutes a school emergency.

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2. The administrator/supervisor should consult with Student Support Services Department (SSS).
3. The Bargaining Unit Member and the supervisor/administrator should complete an *Assault on School Employee* form, and forward form to SSS.
4. Student Support Services shall indicate the disposition on the form and send copies to law enforcement (if appropriate), Human Resources Department, the school, and if requested to the Bargaining Unit Member.

Student Support Services (SSS) will finalize form and depending upon investigation outcome will forward form to law enforcement

- C. The Board shall maintain within the course of this Agreement, a liability policy with a qualified insurer. (Liability Policy - The present policy is a \$10,000,000 combined single limit bodily injury and property damage policy - See Appendix B.)
- D. The District shall not take any action against a bargaining unit member who uses a restraining force in the performance of duties, unless and until such Bargaining Unit Member is found guilty of having committed a misdemeanor and/or felony as the result of having used force.
- E. When in the judgment of a Bargaining Unit Member, a student requires the attention of the principal, assistant principal, dean, counselor, psychologist, physician, or other specialist because the student's presence in the classroom is a threat to the safety of the Bargaining Unit Member, the Bargaining Unit Member shall so inform their principal or designee.

Upon notification, the principal or designee shall make a reasonable attempt to arrange, as soon as possible, a conference between the Bargaining Unit Member and the appropriate parties to discuss the problem and decide on the appropriate steps for its resolution.