

ARTICLE XV

SAFETY

A. Safe Working Conditions

1. Employees shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
2. An employee who observes a potential safety hazard or unsafe working condition shall submit a written statement or Safety Reporting Form (S-1) found at the end of this article, to the immediate supervisor regarding the observation. The immediate supervisor shall review and evaluate the situation, determine the critical nature of the situation, take appropriate action, and notify the employee of the action taken.
3. Each employee organization shall have equal representation on any safety committee formed as a result of the development of the Illness and Injury prevent plan/program. Such membership shall not be exceeded in number by the number of administrators on any committee.
4. Until such time a Plan is in place, the district is willing to utilize a safety reporting form as included at the end of this Article.
5. The district shall continue the implementation of its District-wide plan to have telephones in each classroom.
6. The district shall offer to all certificated employees, once annually, the opportunity to receive the Hepatitis B immunization series.

B. Assault

1. Whenever any bargaining unit member is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of any person under whose direction or supervision the employee is employed in the public school system who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Employees shall complete reports required by the District relating to the violations described herein and the appropriate steps will be taken by the District.
2. An employee 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 injuries, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil. Employees shall immediately report cases of assault to their immediate supervisor.
3. Annually, the district shall provide voluntary in-service training for employees on protective assault responses. Such training shall be offered outside the workday or workweek. Attendance is voluntary and without eligibility for compensation.
 - a. The district shall bear the costs related to presenting the training.
 - b. The district may require certain employees to receive such training when it is determined that the students in the class may present a particular need for such training. Such training shall be within the workday or workweek, or the district shall compensate the employee at the hourly rate of pay determined in the collective bargaining agreement.
4. The employer shall provide support and assistance to employees who are assaulted while in performance of their duties.
5. Prior to placing a student in a classroom with a background or history known to the District of violent behavior or assault, the employee(s) shall be notified.
6. When absence or disability arises out of or from assault, employees shall be entitled to their available leave and disability provision in this agreement.

7. Upon the occurrence of a physical assault against one's person, which results in an injury necessitating medical attention, the employee shall be provided a form for filing a worker's compensation claim.

C. Emergency/Disaster

In the event of an emergency during the workday, which requires that employees on campus remain to provide supervision/care of students until such time as they can be released to their parents and/or the administration of the site becomes the purview of another agency, the district may require the employees to remain. When it is possible to release a portion of the employees at the site, release shall be in conformance with the school site emergency preparedness plan.

D. Liability Coverage

1. The District agrees to provide insurance coverage of \$5,000,000 for each occurrence against personal liability of the employee for damage, death of a person, injury to a person, or damage or loss of property caused by an employee while acting within the scope of his/her employment.
2. As used in this Article, "within the scope of his/her employment" shall mean those activities, which are within the scope of the employee's responsibilities and training, and shall include any voluntary activities (such as a field trip), which are pre-approved (both the activity and the employee's involvement) by the appropriate administrator and are district activities.

E. Personal Supplies or Equipment Coverage

1. Any reimbursement under this Article is contingent upon the employee:
 - a. Having PRIOR approval on the district form found with the school office manager or department secretary.
 - b. Filing said form with the Business Services Department prior to the loss being incurred of any personal supplies equipment that the employee has been approved to use or store in classrooms or offices.
 - c. Having this form completed and approved annually.
2. If such prior approval and filing of such form has occurred, and the employee suffers loss or damage of such personal equipment, the District will reimburse the lesser of \$250.00 or the deductible of the employee's homeowners/renter's insurance.
3. Forms for filing for reimbursement are available through the Business Services Department, and require the following:
 - a. Prior approval of personal property permission form must be on file in Business Services.
 - b. Employee must complete the reimbursement form and submit to the principal/supervisor within five (5) days of the loss or damage.
 - c. In the event of vandalism or theft, the employee is required to file a police report, unless such report is filed by the school.
 - d. The principal/supervisor will review the claim form and personally verify the loss.
 - e. Claim for value of loss may not exceed value verified on permission for personal property form.
 - f. Proof of the deductible on the employee's insurance will be required.
 - g. The principal/supervisor shall submit the Business Services Department the verified claim form within ten (10) days of the completed form being given to him/her by the employee. Employees filing claims proving to be fraudulent shall be subject to disciplinary procedures.

4. Damage of Automobile

Any employee who, in the course of his/her scope of duties, experiences vandalism to his/her automobile in the form of smashed windows or stolen automobile, shall be reimbursed by the District the lesser or \$250 deductible of the employee's automobile insurance. Other situations of significant verified vandalism can be submitted for review by the District on a case-by-case basis. Claiming reimbursement shall be dependent upon the following:

- a. The employee must report the incident to the site administration/designee the day the incident occurred, and, when possible, have the site administrator/designee document the damage and may require a police report.
- b. Proof of insurance, and the deductible on the employee's insurance shall be required.
- c. The employee must complete the reimbursement form and submit it to the site administrator/designee within five (5) working days of the damage.
- d. The site administrator/designee shall submit the verified form to the Business Services Department within five (5) working days of the completed form being given to him/her by the employee.

F. Specialized Health Care Procedures

1. Specialized health care procedures (those required to be routinely performed at school under the prescription of a physician for specific children) shall be performed by those special education employees who have been trained and certified in the provisions of such services by the school nurse and by others who agree to obtain such training.
2. The school nurse shall develop a protocol for the provision of specialized health care procedures in accordance with the prescription from a qualified physician, and with the permission of the parents.
3. Employees providing such services shall prepare and maintain those records as required.

G. Safety/Discipline Committee

In an effort to analyze and understand safety issues, a Safety/Discipline Committee shall be established and shall meet on a regular basis, monthly for the first six (6) months following ratification and at least quarterly thereafter. The Safety/Discipline Committee shall be comprised of up to three (3) representatives from the Association. No other employee group shall have more than three (3) representatives. The responsibility of the committee shall be:

1. To review current Board policy, relevant ed. code, collective bargaining agreements, site discipline plans, and other relevant information.
2. To evaluate the effectiveness of current policies and procedures related to student misconduct and discipline.
3. Annually by March 1st, the committee will prepare and present a report to the District and Association.
4. The committee shall seek input from individual sites.

ESCONDIDO UNION SCHOOL DISTRICT

Report of Safety concern

Date _____

Reported by _____

Site _____

Job Title _____

Safety Concern: _____

I believe this safety issue requires immediate attention because (check one or more):

- _____ Hazard to student/staff
- _____ Unsafe Playground Equipment Needs Repair
- _____ Unsafe Equipment Needs Repair
- _____ Unsafe Work Practice Because _____
- _____
- _____

Location of hazardous area at site: _____

The best time to reach me is: _____

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For Site Administrator's Use

STATUS REPORT: _____

Site Administrator's Signature

Date

Distribution: Immediate Supervisor, Principal or Department Administrator, Assistant Superintendent of Business Services, Association President, Site Copy, Copy of Status to Reporting Employee