Welcome to the Cajon Valley School District!

**Orientation Reference Items**:

Please review these items prior to attending orientation. These items are for your reference and **do not** need to be brought in to your appointment. Please retain them for your records.

If you have any questions about completing these forms please call Personnel Services at 588-3047.

**Louise Gibson**
Fiscal Services Manager
**Fiscal Services**
Phone: (619) 441-6126
Fax: (619) 441-6170
gibson@cajonvalley.net

Office Address:
710 E. Main Street, El Cajon, CA 92020
Mailing Address:
PO Box 1007, El Cajon, CA 92022-1007
www.cajonvalley.net

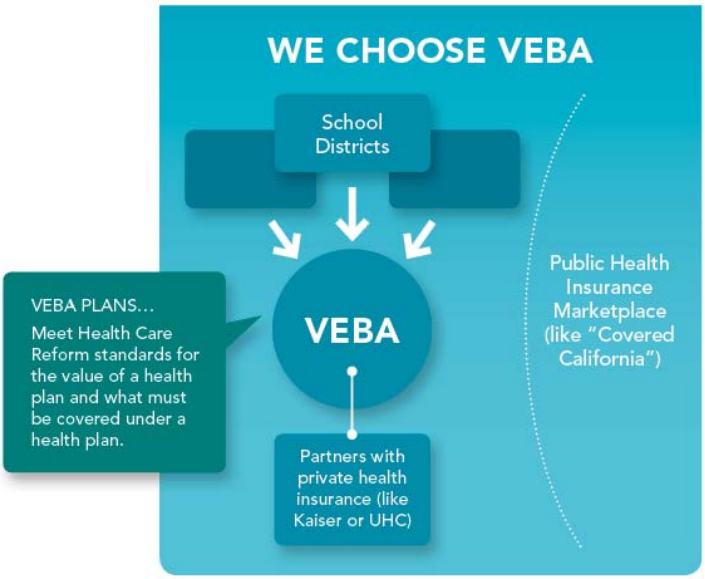
**AFFORDABLE CARE ACT: WHAT YOU NEED TO KNOW**

Dear New Employee:

You've probably heard about the Affordable Care Act, also called the Health Care Reform law. This letter describes what the Affordable Care Act means to you as a school district employee. Starting January 1, 2014, the law requires most Americans to be covered under a health plan — whether they get it from an employer, a private insurance company or from the government. This is called the "Individual Mandate." If you do not have health insurance as of this date, you may have to pay a tax penalty.

The good news is, if you are eligible for benefits through your school district, **your school district benefits through VEBA meet the Individual Mandate requirement.** To find out if you are eligible for benefits, contact your school district's benefits department.

You will probably hear a lot about "exchanges" or "marketplaces." In California, the public, state-sponsored Health Insurance Marketplace is called Covered California™. This marketplace is intended to help people without coverage find a health plan for 2014. But, if you're benefits-eligible, you have coverage available through your school district.




There's a lot we don't know yet about Covered California. That's why, for now, we believe the best choice is to offer comprehensive health plan options at the most cost-effective price, directly through VEBA.

We will monitor the changes related to the Affordable Care Act over the coming months and years and continue to use the collective bargaining process for represented employees, as the elements of the law become clearer.

## What You Need To Do

The Affordable Care Act makes it clear: it's up to you to make sure you have health insurance beginning in 2014. If eligible, be sure to enroll in the district health plan that works best for you and your family — *so that you're covered in 2014.* If you are not eligible, you may be able to enroll in coverage through your spouse's/domestic partner's employer, Covered California (www.coveredca.com), Medicare (if eligible) or Medicaid benefits, if you qualify. (Find out if you are eligible for Medicaid by contacting Medicaid in your state (Medi-Cal in the State of California). Contact information can be found at www.medicaid.gov.)

If you enroll in coverage elsewhere, be sure to review your coverage with your tax planner to ensure your coverage meets the Affordable Care Act requirements.

More information about the Affordable Care Act can be found at www.healthcare.gov, the website sponsored by the Department of Health and Human Services.

# INFORMATION ON
# UNIVERSAL PRECAUTIONS AND BLOODBORNE PATHOGENS

**UNIVERSAL PRECAUTIONS** are techniques used in all situations where blood or body fluids are present, and are not limited to use with individuals known to be carrying a specific virus such as HIV or the virus causing Hepatitis B. In the school setting, those precautions should include: hand washing, using gloves, careful trash disposal, and using disinfectants.

**HANDWASHING:** Classroom instruction about proper hand washing can be integrated into health instruction at all grade levels. Students should be instructed to wash their hands for at least 15 seconds. Scheduling time for students to wash hands before eating is suggested to encourage this practice. Hand washing is the **single most important** technique for preventing the spread of infectious disease and must be done:

1. Before drinking or eating
2. Before handling clean equipment or utensils
3. After contact with anybody secretions:
   - After handling soiled diapers, garments, or equipment
   - Immediately after coming in contact with anyone else's blood
   - Before and after assisting with feeding
   - After assisting with toileting or diapering
4. After removing disposable gloves

***Technique for washing hands:***

1. Hand washing facilities should include soap, running water, and paper towels
2. Wet hands with running water
3. Apply liquid soap and lather well
4. Wash hands using a circular motion and friction for at least 15-30 seconds. Include front and back surfaces of hands, between fingers and knuckles, around nails, and entire wrist.
5. Rinse hands well under running water
6. Dry hands well with paper towels and discard towels

**USING GLOVES:** Gloves are standard components of first aid supplies in school health offices, cafeterias, playgrounds, classrooms, and buses where they are readily accessible for emergencies and regular care. All staff members who may be called upon to administer first aid involving blood or other body fluids must have access to appropriate gloves and use them:

1. Prior to handling body fluids
2. When handling blood (including menstrual)
3. When changing soiled or wet diapers, or clothing
4. When cleaning up areas contaminated with vomit, blood, saliva, urine, or feces

***Technique for using gloves:***

1. Use a clean pair of gloves for each pupil contact or cleaning task
2. Properly dispose of contaminated materials (gauze, diapers, etc.) prior to removing gloves
3. Remove gloves by grasping the cuff and then stripping it off by turning it inside out
4. Dispose of gloves in plastic bags
5. Wash hands after removing gloves

**TRASH DISPOSAL:** Trash cans lined with plastic are required for disposal of trash containing blood or any other body fluid. Daily, the trash can liner, with trash enclosed, will be securely tied, removed and a new liner inserted. Needles, syringes, or lancets used by the school setting are to be disposed by trained school staff utilizing the Isolyser Sharps Disposal Management System.

**USING DISINFECTANTS:** At each school site, appropriate and Environmental Protection Agency (EPA) approved disinfectants are supplied and are to be called upon to clean contaminated areas.

**FIRST AID INVOLVING CPR:** Individuals with responsibility for administering first aid in school, in the cafeterias, on the playgrounds, or on school buses should have current CPR instruction and certification. CPR instruction is provided by local agencies, such as the American Red Cross and the American Heart Association. It is recommended that all employees who have a CPR certification know of the location of a device that prevents backflow of fluids from the mouth of a victim being given CPR. Devices are available at each school site.

## POLICIES AND LAWS

The law states that information regarding HIV/AIDS status requires written permission. This information may only be shared with persons specifically named.

* Sharing information about HIV/AIDS infected persons without written consent is prohibited by law, and is subject to imprisonment and/or a minimum $5,000 fine.
* In the legalities of testing, it is a misdemeanor to disclose blood test results of HIV/AIDS positive, except by written authorization.
* Districts are required to provide inservice training for those employees who provide AIDS prevention instruction. (California Education Code 51935)
* Students shall only be excluded in accordance with law, Board Policy, and Administrative Regulation. Because bloodborne pathogens such as Hepatitis B virus, Hepatitis C virus, and Human Immunodeficiency Virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school. Parents/guardians are encouraged to inform the Superintendent or designee if their child has such an infectious disease so school staff may work cooperatively with the student's parents/guardians to minimize the child's exposure to other diseases in the school setting. The Superintendent or designee shall ensure that student confidentiality rights are strictly observed in accordance with law. (Board Policy 5141.22)

**Information taken from BLOODBORNE PATHOGEN: EMPLOYEE TRAINING PROGRAM, County of San Diego, Department of Health, The ABC of Viral Hepatitis (10/96) and HIV/AIDS FACTS Brochures (Updated 4/2003)**

**BLOODBORNE PATHOGENS** are microorganisms that are present in human blood and can cause disease. Many diseases are carried in blood, but the greatest concern are viral hepatitis (A, B, and C), and Human Immunodeficiency Virus (HIV). Hepatitis B (HBV) survives longer out of the body and can more easily be contracted from exposure to blood and many other bodily fluids, so there is a greater concern for worker safety than with HIV. Most infected patients recover from exposure to HBV, but 5 to 10% of those infected become chronic carriers and can transmit the disease to other people. Chronic carriers of the disease may also suffer serious liver ailments that may cause almost 4,000 deaths in the U.S. every year.

**VIRAL HEPATITIS - WHAT IS IT?**

Hepatitis is an inflammation of the liver. Common forms of viral hepatitis are:

* **Hepatitis A:** spread when people put food or objects contaminated with feces from infected persons into their mouths.
* **Hepatitis B:** spread by contact with infected body fluids primarily blood, saliva and sexual secretions.
* **Hepatitis C:** is usually spread by contact with an infected person's blood or sharing needles with an infected person.
* Two other forms of viral **Hepatitis, D and E,** are rare.

**HEPATITIS B** is caused by a virus that is carried in blood and other bodily fluids. Some people can carry the virus in their blood for years (Hepatitis B carriers). Carriers may not appear ill, yet they can infect others.

***Hepatitis B is spread*** by contact with infected body fluids, primarily:

* Blood
* Saliva
* Sexual secretions

You cannot catch Hepatitis B by sneezing, coughing, hugging or other casual contact.

***You can get Hepatitis B from:***

* Sex with an infected partner
* Shared needles or syringes
* Tattoo and acupuncture needles, if not properly sterilized
* Newborn infants can catch the virus from their mother during birth if she's infected

***The symptoms of Hepatitis B*** are like those of Hepatitis A (symptoms may be flu like and include fatigue, mild fever, jaundice (yellowing of the skin), rash, muscle and joint aches, nausea, vomiting, loss of appetite, vague abdominal pain, dark urine and occasional diarrhea.

***Ways to avoid Hepatitis B:***

* VACCINATE! Designated Employees may receive the Hepatitis B vaccine free of charge. Contact Risk Management @588-3008.
* STERILIZE!
* AVOID RISKY BEHAVIORS!

**HEPATITIS C** is a virus that is carried in blood and other bodily fluids. Some people can carry the virus in their blood for years (Hepatitis C carriers). Carriers may not appear ill, yet they can infect others.

***The symptoms of Hepatitis C*** are similar to the other forms of Hepatitis. Like Hepatitis B, a person can have the virus for many years and show no signs of illness. They can also pass the virus on to others.

***Hepatitis C is usually spread*** by sharing needles with or contact with an infected person's blood, however nobody knows all the ways you can catch Hepatitis C. This means people who share needles to inject drugs or who work with human blood can catch the virus. You cannot catch Hepatitis C by sneezing, coughing, hugging or other casual contact.

***There may be treatments*** your doctor can give you that may help you get over the illness if you have Hepatitis C infection. It's very important to get medical help if you have Hepatitis C.

***The Best Way to Avoid Hepatitis C*** is to avoid high-risk behaviors as there is no treatment or vaccine available to prevent Hepatitis C. If you must inject drugs, do not share needles. Limit the number of sex partners you have. When you do have sex, use a condom.

**HIV/AIDS** is a serious condition that destroys the body's natural defenses against disease and infection. People with AIDS are more likely to develop serious illnesses, which they would not get, if their immune systems were healthy.

***AIDS is caused by*** a virus called human immunodeficiency virus (HIV). HIV is also known as the AIDS virus.

***HIV is spread*** primarily through the direct exchange of blood, semen or vaginal secretions. A person may become infected with HIV by: having vaginal, anal or oral sex with an infected person, sharing intravenous (IV) needles used for injecting drugs, vitamins or other medications with an infected person, passing the virus from an infected woman to her fetus or infant during birth or breast-feeding, or getting infected blood or blood products (mostly from transfusions before April 1985). Although HIV has been found in saliva, no cases have been traced to it.

***What are the symptoms of HIV infection?***
Often, people recently infected with HIV show no symptoms. However, after several months or years, the following symptoms may appear: swollen lymph glands, loss of appetite, diarrhea, mental disorders, raised purple spots of the skin, weight loss, fatigue, night sweats, fever, dry cough, thrush (white spots on tongue or mouth).

***There is no known cure for AIDS. Only an antibody blood test will diagnose it.***
**To prevent catching AIDS: AVOID ALL RISKY BEHAVIORS**

IF YOU HAVE QUESTIONS, PLEASE, CONTACT:

CAJON VALLEY
Education Foundation

Gregory Calvert, CVEF President / cvefpresident@gmail.com

# Payroll Deduction Authorization

The Cajon Valley Education Foundation is a non-profit foundation established in 1985 to provide funds for programs that were underfunded or unfunded altogether. Programs funded by the Foundation include areas of math and science, computers and technology, cultural and performing arts, as well as library and media services. The Foundation also funds teacher grants, the Stars in Education recognition program, and student service awards at Cajon Valley schools.

In addition to the Foundation's fundraising event, *Cajon Valley's Got Talent,* these excellent programs are all financed, in addition, from contributions to the Cajon Valley Education Foundation. If you have a child or grandchild in the school district, in all likelihood, he or she has already benefitted from Foundation-funded programs.

Quality education is not an expense; it is an investment. A valuable investment for the future is in those who *are* the future: our children.

The need to provide enriching educational programs for the children of the Cajon Valley Union School District remains as strong as ever, as does the need for new and continued membership contribution. You can help by becoming a Foundation Member. Help create and sustain an enriched school curriculum for the children of Cajon Valley. Please complete the form below and return to CVUSD's Payroll Department. Thank you.

| | | |
|---|---|---|
| ☐ Administrative<br>☐ Certificated<br>☐ Classified | Name: | |
| | Employee ID or SS#: | School Site/Department: |
| I request $: _____ deductions from my month pay effective date : _____.<br>☐ 10-monthly deductions (September-June)<br>☐ 11-monthly deductions (August-June)<br>☐ 12-monthly deductions (July-June) | | Please Indicate:<br>☐ New Member / Add Deduction<br>☐ Continued Payroll Deduction<br>☐ Change Deduction<br>☐ Please Discontinue |
| I authorize the Payroll Department to deduct the amount indicated above from my salary. This authorization shall remain in effect unit a written request for change or discontinued is submitted to the Payroll Department. | | |
| Date: | Signature: | |

**Please return via district mail to Payroll Department.**

Cajon Valley Education Foundation, PO Box 21325, El Cajon, CA 92021
Shipping Address: Cajon Valley Education Foundation, c/o Cajon Valley Union School District, 750 E. Main St. El Cajon, CA 92020
Phone: (619) 590-8481

# CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting well managed and financially stable insurers.

**The California Life and Health Insurance Guaranty Association may not provide coverage for this insurance. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.**

**Coverage is NOT provided for your insurance or any portion of it that is not guaranteed by the Insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.**

**Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.**

**If you have additional questions, you should first contact your insurer or agent and then may contact:**

**California Life and Health**
**Insurance Guaranty Association**
**P.O. Box 16860**
**Beverly Hills, CA 90209**

**OR**

**Consumer Service Division**
**California Department of Insurance**
**300 South Spring Street**
**Los Angeles, CA 90013**

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

## COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Association if:

- their insurer was not authorized to do business in this state when it issued the policy or contract;
- their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- they are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state.

The Association also does not provide coverage for:

- unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- employer and association plans to the extent they are self-funded or uninsured;
- synthetic guaranteed interest contracts;
- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance unless an assumption certificate was issued;
- interest rate yields that exceed an average rate; and
- any portion of a contract that provides dividends or experience rating credits.

## LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

**Life and Annuity Benefits**

80% of what the life insurance company would owe under a life policy or annuity contract up to

- $100,000 in cash surrender values;
- $100,000 in present value of annuities; or
- $250,000 in life insurance death benefits.

A maximum of $250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

**Health Benefits**

A maximum of $200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

## PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the act applies.

## NOTICE

**Benefits paid under the Accelerated Benefits provision will reduce the Death Benefit payable for life insurance.**

**Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, an Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.**

TL-004788

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
**A STOCK INSURANCE COMPANY**

GROUP POLICY

| | |
|---|---|
| **POLICYHOLDER:** | TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE SERVICES INDUSTRY |
| **SUBSCRIBER:** | Cajon Valley Unified School District |
| **POLICY NUMBER:** | SGM-600611 |
| **POLICY EFFECTIVE DATE:** | January 1, 2008 |
| **POLICY ANNIVERSARY DATE:** | January 1 |

This Policy describes the terms and conditions of coverage. It is issued in Delaware and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

Susan L. Cooper, Secretary

Karen S. Rohan, President

TL-004700

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## SCHEDULE OF BENEFITS

### Premium Due Date

Premiums are due in arrears on the date coinciding with the day of the Policy Anniversary Date or the last day of the month, if earlier.

### Classes of Eligible Employees

On the pages following the definition of eligible employees there is a Schedule of Benefits for each Class of Eligible Employees listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an Employee is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the Policy Anniversary following the change in class.

| | |
|---|---|
| Class 1 | All active, Full-time Employees classified as Superintendents regularly working a minimum of 20 hours per week. |
| Class 2 | All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week, excluding Superintendents. |

## SCHEDULE OF BENEFITS FOR CLASS 1

**Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

| | |
|---|---|
| For Employees hired on or before the Policy Effective Date: | The first of the month following the date the Employee becomes benefits eligible. |
| For Employees hired after the Policy Effective Date: | The first of the month following the date the Employee becomes benefits eligible. |

## LIFE INSURANCE BENEFITS

**Employee Benefits**

| | |
|---|---|
| Amount of Insurance | $150,000 |
| Guaranteed Issue Amount: | $150,000 |
| Age Based Reductions | Life Insurance Benefit for an Employee age 70 and over will reduce to:<br>50% of the Life Insurance Benefit at age 70 |
| Continuation Options | |
| For Family Medical Leave Maximum Benefit Period: | 12 weeks |
| Waiver of Premium | |
| Benefit Waiting Period | 9 months from the date the Employee's Active Service ends |
| Maximum Benefit Period | To Age 65 |
| Applicable Coverages | Life Insurance Benefits for the Employee. |
| Portability Options For Employees | See the Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option. |
| Terminal Illness Benefit | 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $100,000. |

**Former Employee Benefits**

| | |
|---|---|
| Amount of Insurance | An amount equal to the Basic Life Insurance Benefit in force on the date he or she no longer qualifies as an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance |
| Maximum Benefit Period | To Age 70 |
| Terminal Illness Benefit | 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $100,000. |

## ACCIDENT INSURANCE BENEFITS

**Employee Benefits**

| | |
|---|---|
| Amount of Insurance | Same as Life Insurance Benefits |
| Age Based Reductions | Accident Insurance Benefits will reduce the same as Life Insurance Benefits |
| Seatbelt Benefit | 10% of the Employee's Accident Insurance Benefits in force on the date of the Accident or $10,000, if less. The Limited Seatbelt Benefit is $1,000. |

TL-004774

## SCHEDULE OF BENEFITS FOR CLASS 2

**Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

| | |
|---|---|
| For Employees hired on or before the Policy Effective Date: | The first of the month following the date the Employee becomes benefits eligible. |
| For Employees hired after The Policy Effective Date: | The first of the month following the date the Employee becomes benefits eligible. |

## LIFE INSURANCE BENEFITS

**Employee Benefits**

| | |
|---|---|
| Amount of Insurance | $50,000 |
| Guaranteed Issue Amount: | $50,000 |
| Age Based Reductions | Life Insurance Benefit for an Employee age 70 and over will reduce to:<br>50% of the Life Insurance Benefit at age 70 |
| Continuation Options | |
| For Family Medical Leave Maximum Benefit Period: | 12 weeks |
| Waiver of Premium | |
| Benefit Waiting Period | 9 months from the date the Employee's Active Service ends |
| Maximum Benefit Period | To Age 65 |
| Applicable Coverages | Life Insurance Benefits for the Employee. |
| Portability Options For Employees | See the Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option. |
| Terminal Illness Benefit | 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $37,500. |

**Former Employee Benefits**

| | |
|---|---|
| Amount of Insurance | An amount equal to the Basic Life Insurance Benefit in force on the date he or she no longer qualifies as an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance |
| Maximum Benefit Period | To Age 70 |
| Terminal Illness Benefit | 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $37,500. |

## ACCIDENT INSURANCE BENEFITS

**Employee Benefits**

| | |
|---|---|
| Amount of Insurance | Same as Life Insurance Benefits |
| Age Based Reductions | Accident Insurance Benefits will reduce the same as Life Insurance Benefits |
| Seatbelt Benefit | 10% of the Employee's Accident Insurance Benefits in force on the date of the Accident or $10,000, if less. The Limited Seatbelt Benefit is $1,000. |

TL-004774

## ELIGIBILITY FOR INSURANCE

**Classes of Eligible Persons**
A person may be insured only once under the Policy as an Employee, even though he or she may be eligible under more than one class.

**Employee**
An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date or the day after he or she completes the applicable Eligibility Waiting Period, if later. The Eligibility Waiting Period will not apply to an Employee, in Active Service on the Policy Effective Date, who was covered under the Prior Plan and satisfied the Eligibility Waiting Period, if any, of that plan. Credit will be given for any time that was satisfied.

If a person has previously converted his or her insurance under the Policy, he or she will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Employee's Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of coverage available to the Employee.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed by the Employer, and within one year becomes a member of an eligible class.

TL-004710

## EFFECTIVE DATE OF INSURANCE

An Employee will be insured for an amount not to exceed the Guaranteed Issue Amount on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this insurance.

If an eligible Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

TL-004712

**Takeover Provision**
*Special Terms Applicable to Previously Insured Employees Not in Active Service*
Employees not in Active Service on the Policy Effective Date are not covered under the Policy. However, the Insurance Company agrees to provide a death benefit equal to the lesser of:
1. the amount due under this Policy (without regard to the Active Service provision), or
2. the amount that would have been due under the Prior Plan had it remained in force.

The benefit amount will be reduced by any amount paid by the Prior Plan, or that would have been paid had this Policy not been issued and had timely filing of the claim been made under the Prior Plan.

These special terms will end on the earliest of the following dates:
1. the date the Employee meets the Active Service requirements;
2. the date insurance terminates for one of the reasons stated in the Termination of Insurance provision;
3. 12 months after the Policy Effective Date; or
4. the last day the Employee would have been covered under the Prior Plan if that plan was still in force.

TL-009020

## TERMINATION OF INSURANCE

An Insured's coverage will end on the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated by the Insurance Company;
3. the date the Insured is no longer in an eligible class;
4. the date coinciding with the end of the last period for which premiums are paid;
5. the date an Employee is no longer in Active Service; and
6. for an Employee, the date the Employer cancels participation under the Policy.

TL-004714

## CONTINUATION OF INSURANCE

If an Employee is no longer in Active Service, he or she may be eligible to continue insurance. The following provisions explain the continuation options available under the Policy. Please see the Schedule of Benefits to determine the applicability of these benefits on a class level.

**Continuation for Family Medical Leave**
If an Employee's Active Service ends due to a family medical leave of absence, insurance will continue for up to the Maximum Benefit Period shown in the Schedule of Benefits, if the required premium is paid.

**Waiver of Premium**
If an Employee is under age 60 and his or her Active Service ends due to Disability, Life Insurance Benefits as shown in the Schedule of Benefits will continue until the end of the earliest of the following dates.

1. The date the Employee is no longer Disabled.
2. The date he or she no longer qualifies for Waiver of Premium.
3. The day after the period for which premiums are paid.
4. The date the Maximum Benefit Period for this benefit, if any, ends.

If an Employee dies while premiums are waived, the Insurance Company will pay a Death Benefit only if due proof of continuous Disability is received within one year of his or her death.

In order to qualify for Waiver of Premium an Employee must submit due proof that he or she has been Disabled for the Benefit Waiting Period shown in the Schedule of Benefits for this benefit. Such proof must be submitted to the Insurance Company no later than 3 months after the Employee satisfies the Benefit Waiting Period. Premiums will be waived from the date the Insurance Company agrees in writing to waive premiums for that Employee. After premiums have been waived for 12 months, they will be waived for future periods of 12 months, if the Employee remains Disabled and submits satisfactory proof that Disability continues. Satisfactory proof must be submitted to the Insurance Company 3 months before the end of the 12 month period.

The Death Benefit will be equal to the Life Insurance Benefit in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce or terminate coverage because of age, retirement, acceleration or a change in eligible class. Automatic increases in Life Insurance Benefits will end while premiums are waived.

*Termination of Waiver*

Insurance will end for any Employee whose premiums are waived on the earliest of the following dates.

1. The date he or she is no longer Disabled.
2. The date he or she refuses to submit to any physical examination required by the Insurance Company.
3. The last day of the 12 month period of Disability during which he or she fails to submit satisfactory proof of continued Disability.
4. The date the Maximum Benefit Period for this benefit, if any, ends.

**Portability Options**

*For Employees*

If an Employee's coverage under the Policy ends prior to age 70, for any of the following reasons:

a. termination of employment; or
b. termination of membership in an eligible class under the Policy;

Life Insurance Benefits may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Employee must apply to the Insurance Company and pay the required premium. The application must be submitted:

a. within 31 days of the Employee's termination of employment or membership in an eligible class under the Policy; or
b. during the time that the Employee has to exercise the Conversion Privilege.

Coverage under this option may not be elected at a later date.

When applying for this option, the Employee must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

a. spouse;
b. child or children;
c. mother or father;
d. brothers or sisters; or
e. the executors or administrators of the Insured's estate.

When coverage is continued under this option, the Employee becomes a Former Employee.

Coverage will end on the earliest of the following dates.

a. The date the Insurance Company cancels coverage for all Former Employees.
b. The end of the period for which premiums are paid.
c. The date an Insured reaches age 70.
d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

TL-004716 as modified by TL-009330

## DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

## LIFE INSURANCE BENEFITS

**Death Benefit**
If an Insured dies, the Insurance Company will pay the Life Insurance Benefit in force for that Insured on the date of his or her death.

TL-004730

**Accelerated Benefits**
Any benefits payable under this Accelerated Benefits provision will reduce the Death Benefit payable for Life Insurance. Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision.

***Terminal Illness Benefit***
The Insurance Company will pay a Terminal Illness Benefit to an Insured who has been determined by the Insurance Company to be Terminally Ill.

The Terminal Illness Benefit is payable only once in an Insured's lifetime.

*Determination of Terminal Illness*

For the purpose of determining the existence of a Terminal Illness, the Insurance Company will require the Insured submit the following proof.

1. A written diagnosis and prognosis by two Physicians licensed to practice in the United States.
2. Supportive evidence satisfactory to the Insurance Company, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

The Insurance Company may require, at its expense, an examination of the Insured and a review of the documented evidence by a Physician of its choice.

"Terminal Illness" means a person has a prognosis of 12 months or less to live, as diagnosed by a Physician.

TL-004748

**Conversion Privilege for Life Insurance**
If coverage for an Insured ends for any reason, except for non-payment of premium, he or she may apply for a conversion policy of life insurance.

The conversion insurance may be a type of life insurance currently being offered for conversion by the Insurance Company at the Insured's age and in the amount requested. It may not be term insurance and it may not be for an amount greater than the Life Insurance Benefits in force under the Policy. Conversion life insurance will not provide accident, disability or other benefits.

However, if coverage ends because the Policy is terminated or amended to terminate any class of Insureds, or the Employer cancels participation under the Policy, coverage cannot be converted unless the individual has been insured under the Policy for at least 3 years. In this case, the amount of conversion insurance will be the lesser of the Life Insurance Benefit in force under the Policy, or $10,000.

To apply for conversion insurance, the Insured must within 31 days after coverage under the Policy ends, submit an application to the Insurance Company and pay the required premium. Evidence of insurability is not required. Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends, if the application is received by the Insurance Company and the required premium is paid on that date.

If the Insured dies during the 31 day conversion period, the Death Benefit will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any benefits payable for that type and amount of insurance under the Policy.

*Extension of Conversion Period*
If an Insured is eligible for conversion insurance and is not notified of this right at least 15 days prior to the end of the 31 day conversion period, the conversion period will be extended. The Insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 31 days after his or her coverage under the Policy terminates, Life Insurance Benefits will not be paid under the Policy. If the Insured's application for conversion insurance is received by the Insurance Company and the required premium is paid, Life Insurance Benefits will be payable under the conversion insurance.

*Prior Conversion Limitation*
If an Insured is covered under a life insurance conversion policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Insured's Life Insurance Benefits based on age or a change in class.

TL-004750

## ACCIDENT INSURANCE BENEFITS

The Insurance Company will pay the Accident Insurance Benefits for a loss shown in the Schedule of Losses, if an Employee is insured under the Policy for Accident Insurance on the date of an Accident. If more than one loss results from the same Accident, the Insurance Company will pay only the largest Benefit Amount to which the Insured is entitled.

The loss must be a result of bodily Injuries caused directly, and from no other causes, by an Accident, and must occur within 365 days of the Accident.

| **Schedule of Losses** | **Benefit Amount** |
|---|---|
| Life, Two Members, Quadriplegia, or Speech and Hearing (both ears) | 100% |
| One Member, Paraplegia, Hemiplegia, Speech, or Hearing (both ears) | 50% |
| Thumb and Index Finger of the Same Hand | 25% |

"Member" means a hand, foot or the entire sight of an eye. Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). Quadriplegia means total Paralysis of both upper and lower limbs. Paraplegia means total Paralysis of both lower limbs. Hemiplegia means total Paralysis of upper and lower limbs on one side of the body.

"Severance" means the complete separation and dismemberment of the part from the body.

"Paralysis" means loss of use, without Severance, of a limb. This loss must be determined by a Physician to be complete and not reversible.

TL-004754

**Seatbelt Benefit**

The Insurance Company will pay a Seatbelt Benefit if an Employee dies as a result of an Accident and the following conditions are met.

1. The Accident occurs while the Employee is covered under the Policy.
2. The Employee is driving or riding as a passenger in a Private Passenger Car, the car is equipped with seatbelts and the seatbelt was in actual use and properly fastened at the time of the Accident. The use and position of the seatbelt must be certified in the official report of the Accident. However, if an official report is not available or it is unclear if the Employee was properly wearing a seatbelt, the Insurance Company will pay the Limited Seatbelt Benefit. If such report indicates that a seatbelt was not in use, the Insurance Company will not pay the Seatbelt Benefit nor the Limited Seatbelt Benefit.

The Seatbelt Benefit will not be paid for an Accident which occurs while the Employee is participating in a race, speed or endurance test.

"Private Passenger Car" means a validly registered four-wheel vehicle limited to private passenger cars, station wagons, jeeps, pick-up trucks and van-type cars.

TL-004756

## ACCIDENT INSURANCE EXCLUSIONS

The Insurance Company will not pay Accident Insurance Benefits for a loss which in any way results directly or indirectly from any of the following.

1. Suicide, attempted suicide or intentionally self-inflicted injury, while sane or insane (except in Missouri, this applies only while sane).
2. Sickness, disease or bodily infirmity; medical or surgical treatment; or bacterial or viral infection, no matter how contracted. (This does not include bacterial infection that is the natural and foreseeable result of an accidental bodily injury or accidental food poisoning.)
3. An Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. An Accident that occurs while engaged in Reserve or National Guard training is not excluded until training extends beyond 31 days.
4. Commission of a felony.
5. Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of a doctor. (Accidental ingestion of a poisonous substance is not excluded.)
6. War or an act of war, whether or not declared.

7. Travel or flight in, or getting in or out of: an aircraft being used for test or experiment; an aircraft the Insured is flying, is learning to fly, or is part of the crew of; a military aircraft, other than transport aircraft flown by the U.S. Air Mobility Command (AMC) or a similar air transport service of another country; an aircraft owned or leased by or for the Employer, its subsidiaries or affiliates, or the Insured or a member of his or her household; an aircraft that does not have a valid FAA normal or transport type certificate of airworthiness; or an aircraft that is not flown by a pilot with a valid license.

TL-004768

## CLAIM PROVISIONS

**Notice of Claim**
Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

Written notice or any other electronic/telephonic means authorized by the Insurance Company of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice or any other electronic/telephonic means authorized by the Insurance Company was given as soon as reasonably possible.

**Claim Forms**
When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

**Claimant Cooperation Provision**
Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Insurance Data**
The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

**Proof of Loss**
Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or any other electronic/telephonic means authorized by the Insurance Company, of loss for Accelerated Benefits must be furnished 90 days after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

**Time of Payment**
Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid immediately upon receipt of due written proof of such loss.

Subject to the receipt of satisfactory written proof of loss, all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

**To Whom Payable**
Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

All benefits payable under the Accelerated Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

All other benefits, unless otherwise stated in the Policy, will be payable to the Insured or the certificate owner if other than the Insured.

Any other accrued benefits which are unpaid at the Insured's death may, at the Insurance Company's option, be paid either to the Insured's beneficiary or to the executor or administrator of the Insured's estate.

If the Insurance Company pays benefits to the executor or administrator of the Insured's estate or to a person who is incapable of giving a valid release, the Insurance Company may pay up to $1,000 to a relative by blood or marriage whom it believes is equitably entitled. This good faith payment satisfies the Insurance Company's legal duty to the extent of that payment.

**Change of Beneficiary**
The Insured may change the beneficiary at any time by giving written notice to the Employer or the Insurance Company. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received by the Employer or the Insurance Company. When this form is received, it will take effect as of the date of the form. If the Insured dies before the form is received, the Insurance Company will not be liable for any payment that was made before receipt of the form.

**Physical Examination and Autopsy**
The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

**Legal Actions**
No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

**Time Limitations**
If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

**Physician/Patient Relationship**
The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724

## ADMINISTRATIVE PROVISIONS

**Premiums**
The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If the Insured's coverage amount is reduced due to acceleration of his or her Death Benefit, his or her premium will be based on the amount of coverage he or she has in force on the day before the reduction took place. If the Insured's coverage amount is reduced due to his or her attained age, premium will be based on the amount of coverage in force on the day after the reduction took place.

**Changes in Premium Rates**
The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 24 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.

4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Reporting Requirements**
The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

**Payment of Premium**
The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Notice of Cancellation**
The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period**
A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

**Reinstatement of Insurance**
Coverage may be reinstated without satisfying the Insurability Requirement, if an Employee's insurance ends because he or she is on an unpaid leave of absence and he or she applies for Reinstatement within 31 days of his return to Active Service.

After an Insured's coverage has ceased, it may be reinstated at any date prior to five years after the date of termination if the following conditions are met:
1. The Policy is still in force.
2. The Insured is eligible under the Policy.
3. A written request for reinstatement and a new enrollment form are sent to the Insurance Company.
4. The required premium is paid.
5. The Insurability Requirement, if any, is satisfied.

TL-004720

## SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

### FOR EMPLOYEE BENEFITS

| | |
|---|---|
| **Basic Life Insurance** | $.12 Per $1,000 |
| **Basic Accident Insurance** | $.027 Per $1,000 |

### FOR FORMER EMPLOYEE BENEFITS

Monthly Rates are based on units of $1,000.

| | | | |
|---|---|---|---|
| Under Age 20 | $.153 | Age 45 - 49 | $.384 |
| Age 20 - 24 | $.144 | Age 50 - 54 | $.726 |
| Age 25 - 29 | $.153 | Age 55 - 59 | $1.347 |
| Age 30 - 34 | $.177 | Age 60 - 64 | $2.461 |
| Age 35 - 39 | $.190 | Age 65 - 69 | $4.065 |
| Age 40 - 44 | $.243 | | |

A change in rates due to a change in the Former Employee's age will become effective on the Policy Anniversary Date coinciding with or following the Former Employee's birthday.

TL-004718

## GENERAL PROVISIONS

**Entire Contract**
The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

**Incontestability**
All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for coverage.

**Misstatement of Age**
If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

**Policy Changes**
No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

**Workers' Compensation Insurance**
The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

**Certificates**
A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

**Assignment of Benefits**
The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

**Clerical Error**
A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

**Agency**
The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

TL-004726

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

**Accident**
An Accident is a sudden, unforeseeable external event that causes bodily Injury to an Insured while coverage is in force under the Policy.

**Active Service**
An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence, other than disability or sick leave after 7 days.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

**Disabled**
An Employee is Disabled if, because of Injury or Sickness, he or she is unable to perform all the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience.

**Employee**
For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

**Employer**
The Employer who has subscribed to the Policyholder and for the benefit of whose Employees this policy has been issued. The Employer, named as the Subscriber on the front of this Policy, includes any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

**Full-time**
Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

**Injury**
Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

**Insurability Requirement**
An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

**Insurance Company**
The Insurance Company underwriting the Policy is named on the Policy cover page.

**Insured**
A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

**Physician**
Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

**Prior Plan**
The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date.

**Sickness**
Any physical or mental illness.

TL-004708

## IMPORTANT CHANGES FOR STATE REQUIREMENTS

If an Employee resides in one of the following states, the provisions of the certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

**California Residents:**

**Conversion Privilege for Life Insurance**
Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

**Missouri residents:**

Suicide while insane is no defense to payment under the accidental death provisions of the Policy unless the Insurance Company can show that the Insured intended suicide when they applied for the insurance, regardless of any language to the contrary in the Policy. Suicide while sane is a defense.

**North Dakota residents:**

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

| | PHYSICAL INDICATORS | BEHAVIORAL INDICATORS |
|---|---|---|
| SEXUAL ABUSE | Difficulty in walking, sitting or running<br>Pain or urination, defecation<br>Pain or itching in genital area<br>Torn, stained or bloody underclothing<br>Bruises or bleeding in external genitalia or anal areas<br>Genital discharge<br>Veneral disease, especially in pre-teens<br>Pregnancy<br>Excessive masturbation | Seems ashamed/self-conscious of body and hides self<br>Unwilling to change for gym or participate in PE class<br>Withdrawal, fantasy or infantile behavior<br>School difficulties<br>Eating disorders<br>Sleep disturbances<br>Bedwetting or fecal soiling<br>Poor peer relationships<br>Seeks out or avoids adults<br>Exhibits sexualized behavior towards adults or other children, or has specific knowledge of sex behond developmental age<br>Is engaging in delinquent acts or runs away<br>Attempts suicide<br>Reports sexual assault by caretaker |
| EMOTIONAL TREATMENT | Speech disorders<br>Delayed physical development<br>Emotional maltreatment, often less tangible than other forms of child abuse and neglect, is more frequently indicated by behaviors of the child and caretaker | Constantly "seeking out" or "pestering" other adults for attention and affection<br>Antisocial destructive "acting out" behavior<br>Repetitive rhythmic movements (sucking, biting, rocking)<br>Sleep disorders<br>Behavior extremes<br>Overly Adaptive Behavior: pseudo-mature, infantile<br>Developmental lags (mental, emotional)<br>Suicide attempts |

# CHILD ABUSE:

## Educator's and Other School Personnel's Responsibility

*Cajon Valley Union School District*

receives an inquiry from the minor's parent or guardian as to the student's location, the parent or guardian should be referred to the law enforcement agency that took the minor into protective custody.

> *The school official shall provide the peace officer with the address and telephone number of the minor's parent or guardian. The peace officer shall take immediate steps to notify the parent, guardian, or responsible relative of the minor that the minor is in custody and the place where he or she is being held. If the officer has a reasonable belief that the minor would be endangered by a disclosure of the place where the minor is being held, or that the disclosure would cause the custody of the minor to be disturbed, the officer may refuse to disclose the place where the minor is being held for a period not to exceed 24 hours. The officer shall, however, inform the parent, guardian, or responsible relative whether the child requires and is receiving medical or other treatment. The juvenile court shall review any decision not to disclose the place where the minor is being held at a subsequent detention hearing.*
> (Ed. Code, 48906)

Before releasing a child who is suspected of being abused to a peace officer, the school should obtain the officer's name, badge number, and telephone number so that it can later give it to a parent or guardian who inquires about the child's removal.

**What is Child Abuse?**

If you fall into the category of mandated reporter, you are required by law to report suspected abuse. This requirement applies to physical abuse, severe emotional maltreatment constituting willful cruelty or unjustifiable punishment of a child, neglect or sexual abuse. Of course, one of the most important reasons for suspecting child abuse is that a child has told you the someone has hurt him/her.

The law defines child abuse as:
-Physical abuse
-Physical neglect
-Sexual abuse
-Emotional maltreatment

Indicators of suspected child abuse are listed in this section to help educators and other school personnel meet their responsibilities under the Child Abuse Reporting Law.

**Physical Abuse**

"Child abuse means a physical injury which is inflicted by other that accidental means on a child by another person." (Pen. Code, 11165.6.) Inflicted physical abuse most often occurs as a result of severe corporal punishment. Physical abuse usually happens when a frustrated or angry parent or other caregiver strikes, shakes or throws a child. Intentional assault such as burning, biting, cutting, poking, twisting limbs or otherwise torturing a child is also included in this category of child abuse. Indicators of physical abuse can be physical or behavioral.

# HANDLING DISCLOSURE

## LISTEN & BELIEVE

Child victims of abuse often fear that no one will believe them or understand how they feel. As an empathetic teacher, you can be invaluable to such a child by providing a safe, caring environment which may encourage the child to talk. You may find the following phrases helpful:

"Are you okay?"
"You haven't seemed very happy lately!"
"I really care about you and I would like to try to help you."
"Is anyone hurting you or doing something that makes you feel uncomfortable?"

Be careful about promising something that cannot be provided. Often children will say there is a secret they will share ONLY IF YOU PROMISE NOT TO TELL ANYONE ELSE. A mandated reporter cannot keep this promise. If it is given and later the confidence is broken, the child is likely to feel betrayed and trust will be jeopardized.

## SUPPORT and RESPOND

It is **extremely** important not to lead the child to say what they think you want to hear. Prompt them to give details in their own words. Always be extremely cautious to avoid using leading or coercive questioning.

As a child discloses, you can provide emotional support with phrases like:
"I believe you."
"I understand how you must feel."

- To persons or agencies responsible for the licensing of facilities that care for children, as specified in Penal Code Section 11165.7.
- To the State Department of Social services or any county licensing agency which has contracted with the state when an individual has applied for a community care license or child day care license, when an individual has applied for employment in an out-of-home care facility, or when a complaint alleges child abuse by an operator or employee of an out-of-home care facility.
- To hospital scan teams.
- To coroners and medical examiners when conducting a postmortem examination of a child.
- To the Board of Prison Terms when subpoenaed for parole revocation proceedings against a parolee charged with abuse.

**Safeguards for Mandated Reporters**

No supervisor or administrator may impede or inhibit a report or subject the reporting person to any sanction. (P.C. 11166(g)).

Persons other than those legally mandated to report are not required to include their names when making a report. (P.C. 11167 (e)).

Reports are confidential and may be disclosed only to specified persons and agencies (P.C. 11167.5).

**Is a school official required to notify a parent, guardian, or responsible relative when a minor pupil, who is a victim of suspected child abuse, is released into the custory of a peace officer?**

*No.* If a school releases a minor pupil who is suspected of being abused into the custody of a peace officer, and the school later

- Between agencies receiving or investigating the report.
- To the district attorney in a criminal prosecution.
- To the district attorney in an action initiated under Welfare and Institutions Code Section 602 (minors violating laws defining crime, wards of court) arising from alleged child abuse.
- To the child's appointed counsel pursuant to Welfare and Institutions Code Section 371, subdivision (c).
- To the county counsel or district attorney in a proceeding under Family Code Section 7800 et seq. (termination of parental rights) or Welfare and Institutions Code Section 300 (dependent children).
- To a licensing agency when abuse in out-of-home care is reasonably suspected.
- By court order.
- When the reporter waives confidentiality. (Pen. Code 11167, subd. (d)(1).)

**Are reports of suspected child abuse confidential?**

*Yes.* Required reports of suspected child abuse are confidential. The reports and the information contained therein, may be disclosed only to the following;

- To persons or agencies to whom the reporter's identity may be disclosed. (See above.)
- To persons or agencies to whom disclosure of information maintained in the Department of Justice's Child Abuse Central Index is permitted under Penal Code Section 11170, subdivision (b).
- To persons or agencies with whom investigations of child abuse are coordinated under the regulations promulgated under Penal Code Section 11174 (investigation of abuse in out-of-home care).
- To multidisciplinary personnel teams as defined in Welfare and Institutions Code Section 18951, subdivision (d).

"I know this is hard to talk about."
"You are doing a good job helping me to understand what happened.'
"I'll do whatever I can to help you."
"I'm sorry that happened."
"What happened to you wasn't your fault."

Remember, your reaction will make a difference:

Do not panic or express shock.
Be nonjudgmental to both child and family members.
Be aware that abused children often have strong loyalties to their abusers.
Determine child's immediate need for safety.
Lessen fears and apprehension by letting the child know what you will do.
Avoid making promises you can't keep.

## CHILD ABUSE: Reporting Child Abuse

The Child Abuse and Neglect Reporting Act (Pen. Code 11166 et. seq.) requires school teachers, principals, counselors, nurses, supervisors of child welfare and attendance, and other designated school personnel to report known or ***suspected*** child abuse to the proper authorities. These **mandated** reporters shall make a report to the agency immediately or as soon as is practicably possible. The report can be made by fax, or by a phone call with written report sent within 36 hours (SS8572).

**Child Abuse Reports:**

* FAX REPORT

-May be used Monday through Friday, 8 a.m. to 5 p.m. only: (858) 694-5240; (858) 694-5241; (858) 694-5725

-DO NOT need to call the CPS Hotline

-Include as much information as possible, including address with city and zip code, area code with phone number and school hours for student

-Use black ink

* CHILD ABUSE HOTLINE and FORM SS8572

-May be called anytime to discuss concerns you have: if all the social workers are busy you will be asked to leave a return phone number (work or home)

-CPS Hotline: Call 1-800-344-6000 or 1-858-560-2191

**If I do not report, may I be prosecuted?**

Yes. Failure to report by telephone immediately, or as soon as practicably possible, and in writing within 36 hours is a misdemeanor "punishable by up to six months in confinement in a county jail or by a fine of one thousand dollars ($1,000) or by both that fine and punishment." (Pen. Code 11166, subd.(b).) Basically, the purpose of this potential penalty is to ensure that mandated reporters will report all known or reasonably suspected incidents of child abuse immediately to the local police or sheriff's department, the county probation department (if designated by the county to receive such reports), or the county welfare department.

**Are mandated reporters required to give their names when they make a report?**

Yes. (Pen. Code 11167, subd. (a).)

**Joint Knowledge – Who Reports?**

When two or more persons who are required to report, have joint knowledge of a known or suspected instance of child abuse or neglect, and there is agreement among them, the telephone report may be made by the selected team member. A single written report may then be made and signed by the reporting team member. Where there is a failure by the designated team member to make the report, any team member who knows shall then be responsible to make the child abuse report. (P.C. 11166 (f).)

**Is the identity of a mandated reporter confidential?**

Yes. The identity of a person who reports known or suspected child abuse is confidential and may only be disclosed as follows:

8. An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.
9. Any employee of a county office of education or the California Department of Education, whose duties bring the employee into contact with children on a regular basis.
10. A licensee, an administrator, or an employee of a licensed community care or child day care facility.
11. A Head Start teacher.
12. A licensing worker or licensing evaluator employed by a licensing agency as defined in Section 11165.11.

And employee or volunteer of a Court Appointed Special Advocate program, as defined in Rule 1424 of the rules of Court.

- (b) Volunteers of public or private organizations whose duties require direct contact and supervision of children are encouraged to obtain training in the identification and reporting of child abuse.
- (c) Training in the duties imposed by this article shall include training in child abuse reporting. As part of the training, school districts shall provide to all employees being trained a written copy of the reporting requirements and a written disclosure of the employees' confidentiality rights.
- (d) School districts that do not train their employees specified in subdivision (a) in the duties of mandated reporters under the child abuse reporting laws shall report to the State Department of Education the reasons why this training is not provided.
- (e) The absence of training shall not excuse a mandated reporter from the duties imposed by this article. (Pen. Code 11165.7.)

-Have the student's registration card and the Suspected Child Abuse Report (SS8572) with you

-Be sure to document the date, time and name of the person to whom you are reporting

-Immediate response status will usually be assigned if there is a physical injury, such as a bruise or mark

-Complete the written report within 36 hours. Send the top 3 copies via District mail to Mary Cooper, Learning Support and Pupil Services. Keep the goldenrod copy for the school file. (You may need to make a Xerox copy of the original)

-Inform the principal of your report

**Remember that this report is confidential and you should not have to reveal to parent or caregiver the identity of the person making the report.**

# What Are Educator's and Other School Personnel's Responsibilities?

School personnel who are mandated to report known or reasonably suspected instances of child abuse play a critical role in the early detection of child abuse. Symptoms or signs of abuse are often first seen by school personnel. Because immediate investigation by a law enforcement agency, probation or welfare department may save a child from repeated abuse, school personnel should not hesitate to report suspicious injuries or behavior. **Your duty is to report, not investigate.**

In the discussion below, answers are provided to some of the common concerns expressed by educators regarding their legal responsibility to report known or reasonably suspected child abuse.

**What does the Child Abuse and neglect Reporting Act require?**

The CHILD ABUSE and NEGLECT REPORTING ACT (Penal Code 11166 et.seq.) requires certain professionals and lay persons who have a special working relationship or regular contact with children to report known or suspected child abuse to the proper authorities. The following is an excerpt from the law:

- *...a mandated reporter shall make a report to (the police or sheriff's department, the county probation department (if designated by the county to receive such reports), or the county welfare department) whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make a report to the agency immediately or as soon as is practicably possible by telephone, and the mandated reporter shall prepare and send a written report there of within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any nonprivileged documentary evidence the mandated reporter possesses relating to the incident.*

  *For the purposes of this article, reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate, on his or her training and experience, to suspect child abuse or neglect...(Pen. Code 11166.)*

**Which professionals are required by law to report suspected child abuse?**

Penal Code section 11165.7 defines "mandated reporter" of child abuse as follows:

1. A teacher.
2. An instructional aide.
3. A teacher's aide or teacher's assistant employed by any public or private school.
4. A classified employee of any public school.
5. An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of any public or private school.
6. An administrator of a public or private day camp.
7. An administrator or employee of a public or private youth center, youth recreation program, or youth organization.

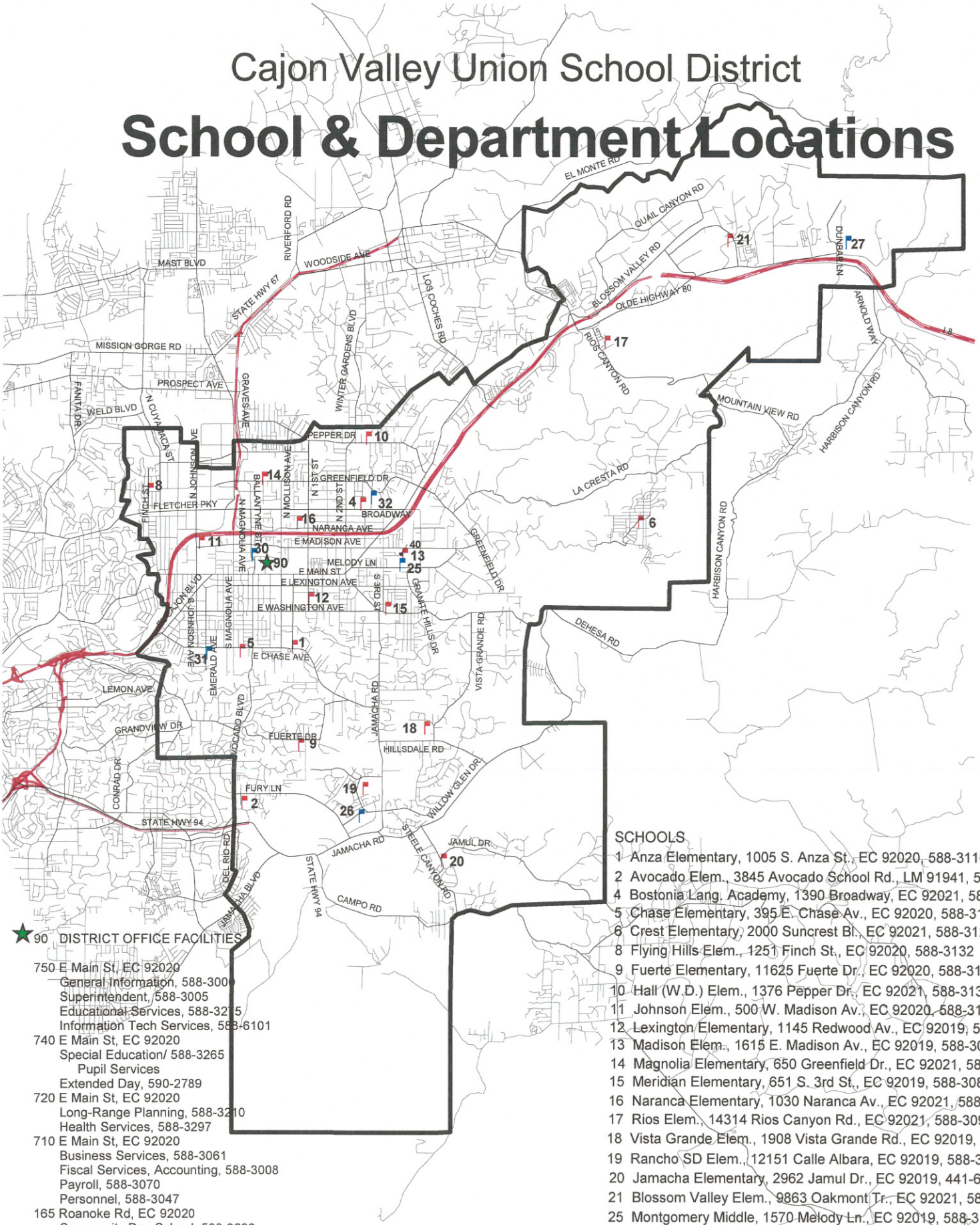
# INDICATORS OF CHILD ABUSE/NEGLECT

**INDICATORS OF AGUSE ARE NOT IN AND OF THEMSELVES CONCLUSIVE EVIDENCE OF ABUSE. THEY ARE "CLUES" OR "RED FLAGS" THAT HELP MAY BE NEEDED**

| | PHYSICAL INDICATORS | BEHAVIORAL INDICATORS |
|---|---|---|
| PHYSICAL ABUSE | Unexplained Bruises, Welts, Lacerations or Abrasions:<br>- on face, lips, mouth<br>- on torso, back buttocks, thighs in various stages of healing<br>- clustered, forming regular patterns<br>- reflecting shape of article used to inflict (electric cord, belt buckle)<br>- on several different surface areas<br>- regularly appear after absence, weekend or vacation<br>Unexplained Burns:<br>- cigar, cigarette burns, especially on soles, palms, back or buttocks<br>- immersion burns, (sock-like, glove-like, doughnut shaped on buttocks, or genitalia)<br>- patterned like electric burner, iron, etc.<br>- rope burns on arms, legs, neck or torso<br>- zebra patterned burns from scalding water<br>Unexplained Fractures;<br>- to skull, nose, facial structure<br>- in various stages of healing<br>- multiple or spiral fractures<br>- fractures in child under two<br>Inappropriate dress (long sleeves in hot weather) | Wary of physical contact with adults<br>Clingy and indiscriminate attachment<br>Seems frightened of parents or going home<br>Drastic behavior change in and out of parents presence<br>Seems overprotective of parent<br>Exhibits extreme fear after making a mistake<br>Apprehensive when other children cry<br>Demonstrates extremes in behavior (aggressive/passive)<br>Inappropriate and frequent anger<br>Inability to make friends<br>School behavior problems<br>Substance Abuse<br>Run away<br>Self-mutilates or attempts suicide |
| NEGLECT | Consistently dirty, unwashed, hungry, or inappropriately dressed<br>Without supervision for extended periods of time or when engaged in dangerous activities<br>Consistently tired/listless<br>Has unmet medical or dental needs<br>Exploited, overworked<br>Abandoned | Begging, stealing food<br>Extended stays at school (early arrival/late departure)<br>Truancy<br>Constant fatigue, listlessness or falling asleep in class<br>Alcohol or drug abuse<br>Delinquency (e.g. thefts)<br>States there is no caretaker<br>Prostitution, stealing<br>Attempts suicide |

# Cajon Valley Union School District

# School & Department Locations




## SCHOOLS

1 Anza Elementary, 1005 S. Anza St., EC 92020, 588-3116
2 Avocado Elem., 3845 Avocado School Rd., LM 91941, 588-3100
4 Bostonia Lang. Academy, 1390 Broadway, EC 92021, 588-3121
5 Chase Elementary, 395 E. Chase Av., EC 92020, 588-3123
6 Crest Elementary, 2000 Suncrest Bl., EC 92021, 588-3128
8 Flying Hills Elem., 1251 Finch St., EC 92020, 588-3132
9 Fuerte Elementary, 11625 Fuerte Dr., EC 92020, 588-3134
10 Hall (W.D.) Elem., 1376 Pepper Dr., EC 92021, 588-3136
11 Johnson Elem., 500 W. Madison Av., EC 92020, 588-3139
12 Lexington Elementary, 1145 Redwood Av., EC 92019, 588-3075
13 Madison Elem., 1615 E. Madison Av., EC 92019, 588-3077
14 Magnolia Elementary, 650 Greenfield Dr., EC 92021, 588-3080
15 Meridian Elementary, 651 S. 3rd St., EC 92019, 588-3083
16 Naranca Elementary, 1030 Naranca Av., EC 92021, 588-3087
17 Rios Elem., 14314 Rios Canyon Rd., EC 92021, 588-3090
18 Vista Grande Elem., 1908 Vista Grande Rd., EC 92019, 588-3170
19 Rancho SD Elem., 12151 Calle Albara, EC 92019, 588-3211
20 Jamacha Elementary, 2962 Jamul Dr., EC 92019, 441-6150
21 Blossom Valley Elem., 9863 Oakmont Tr., EC 92021, 588-3678
25 Montgomery Middle, 1570 Melody Ln., EC 92019, 588-3107
26 Hillsdale Middle, 1301 Brabham St., EC 92019, 441-6156
27 Los Coches Ck Middle, 9669 Dunbar Ln., EC 92021, 938-8600
30 Cajon Valley Middle, 550 E. Park Av., EC 92020, 588-3092
31 Emerald Middle, 1221 S. Emerald Av., EC 92020, 588-3097
32 Greenfield Middle, 1495 Greenfield Dr., EC 92021, 588-3103
40 Sevick School, 1609 E. Madison Av., EC 92019, 588-3146
90 Community Day School, 165 Roanoke Rd., EC 92019, 588-3296

## ★90 DISTRICT OFFICE FACILITIES

750 E Main St, EC 92020
General Information, 588-3000
Superintendent, 588-3005
Educational Services, 588-3215
Information Tech Services, 588-6101
740 E Main St, EC 92020
Special Education/ 588-3265
Pupil Services
Extended Day, 590-2789
720 E Main St, EC 92020
Long-Range Planning, 588-3210
Health Services, 588-3297
710 E Main St, EC 92020
Business Services, 588-3061
Fiscal Services, Accounting, 588-3008
Payroll, 588-3070
Personnel, 588-3047
165 Roanoke Rd, EC 92020
Community Day School, 588-3296
189 Roanoke Rd, EC 92020
Maintenance & Operations, 588-3023
225 Roanoke Rd, EC 92020
Child Nutrition, 588-3111
Print Shop, 588-3046
Purchasing, 588-3010
Warehouse, 588-3026
721 E Park Av, EC 92020
Transportation, 588-3177

Jun 2016

# Advance Payroll Loan (APL)

ECS EAST COUNTY SCHOOLS FEDERAL CREDIT UNION

## Open your Account at East County Schools Federal Credit Union and Discover the Value of Membership Today!

East County Schools Federal Credit Union continues to offer our Advance Payroll Loan (APL) as a special benefit to all "new hire" employees of the school districts we serve. This zero percentage rate / low percentage rate loan is designed to "bridge the gap" between when a new employee starts working, and when they receive their first paycheck. We're here to help you with relocation or other expenses you might experience in your new job!

- Zero percent interest for up to 60 days*;
- Loan amounts of 100% of the employee's monthly gross pay, up to $5,000;
- Option to payoff on "first payment due date" in full, with no interest charges or the option to continue to make monthly payments for up to 24 months at a ***low*** interest rate**;
- This loan offer is available for all new employees of the school district for up to 60 days after date of employment.
- Loan is subject to membership at ECSFCU with a Checking Account and District Direct Deposit***.

* Interest will begin accruing as of the first payment due date (45—60 days after date of loan funding), if the loan is not paid in full on or before that date.

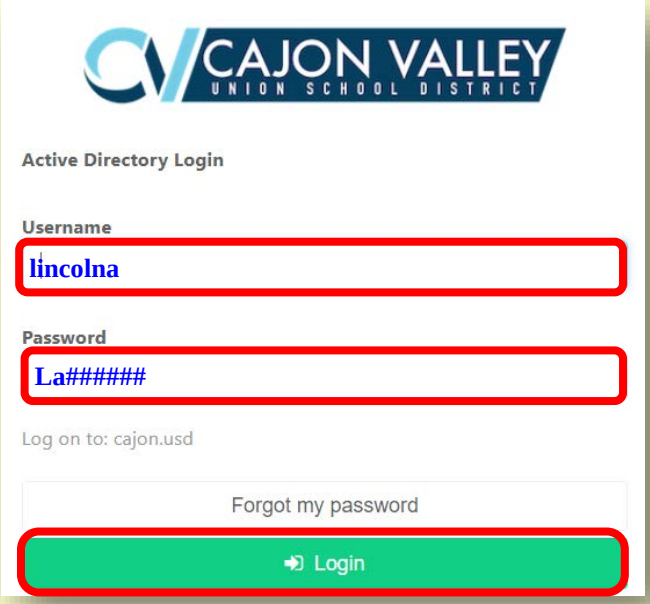
** All loans subject to Credit Approval. The interest rate on your loan after the zero percent interest period is based on your individual credit score.

*** $5.00 Savings Deposit is required to open your membership.

# CVUSD Staff Email, Intranet and Infinite Visions Login Information

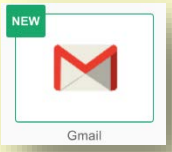
## HELLOID

1. From the internet go to login.cajonvalley.net and type your **Username** (reminder: the username is everything to the left of the @ sign in your email address).
2. Type your password, and click Login. The default is last initial in uppercase + first initial in lowercase + employee ID number). For example, the Username and Password for Adam Lincoln would be:

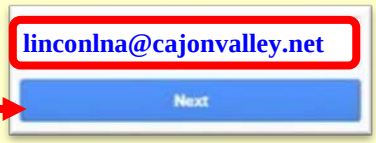



## EMAIL

1. From the HelloID page click on the Gmail icon



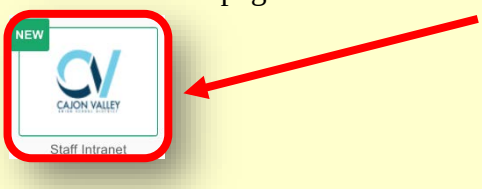

2. Type your email address and click **Next**



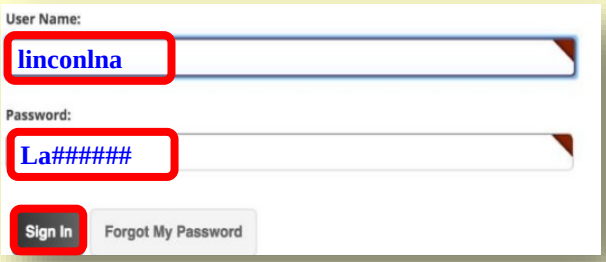

3. Type your password and click **Sign In**

## STAFF INTRANET

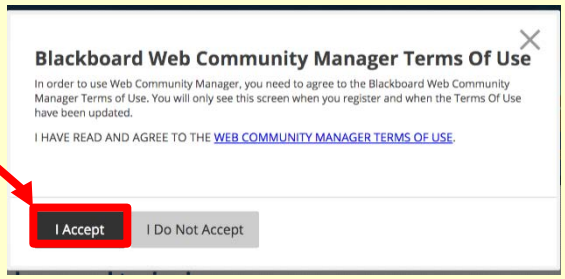
1. From the HelloID page click on the **Staff Intranet** icon




2. Your **User Name** is only the first part of your email (leave out @cajonvalley.net)
3. Type your password and click **Sign In**




4. Upon logging in for the first time, you may be prompted to accept the terms of use, please click **I Accept** to continue.




**PASSWORD** -The password is the **same** *for* ***HelloID, Email***, ***Google*** *apps,* ***iVisions*** *and* ***Staff*** *intranet. It is* ***not*** *the same password for PeopleSoft Online Paystubs*

The default password (the default is last initial in uppercase + first initial in lowercase + employee ID number), please contact IT at 441-6101 if you need your password reset to default. In the example below, the password for Adam Lincoln would be:

***Password***: **L a######**

(Capital last name initial)

(Lowercase first name initial)

(Replace # with employee ID number)

## IVISIONS

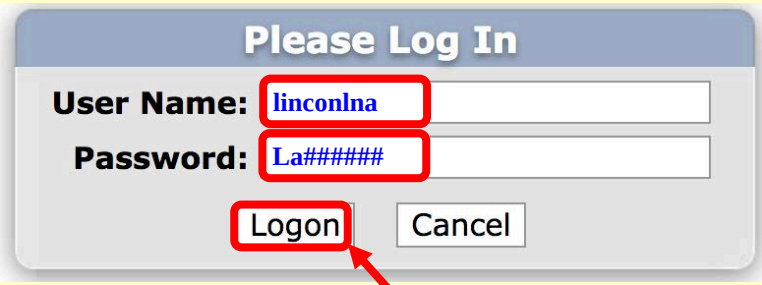
1. From the HelloID page click on the **Infinite Visions** icon

2. Type your User Name (the User Name is the **first** part of your email address (leave out @cajonvalley.net).
3. Type your password and click **Login**

## Q/Zangle **May not be available to all staff*

1. From the HelloID page, click on the **QZangle** icon

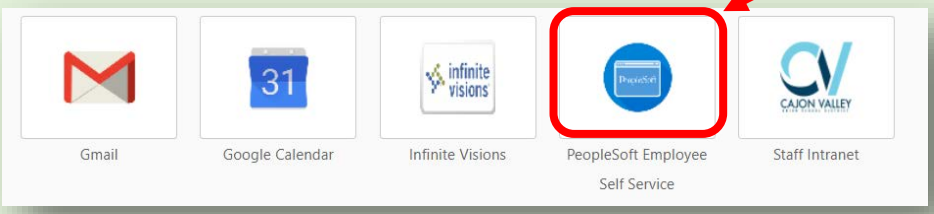
2. Log in with your User Name and Password
3. Your User Name is only the first part of your email address (leave out @cajonvalley.net)




4. Type your password and click **Logon**

## PEOPLESOFT ONLINE PAYSTUBS

1. From the HelloID page click on the **PeopleSoft Employee Self Service** icon



2. Type your employee ID number as the User ID
3. Type your Password and click **Login**

   If you need help, email Information Technology Services at help@cajonvalley.net or call 441-6101 from Monday through Friday between 7:30-4:00pm.

THIS FLYER IS FOR BENEFIT ELIGIBLE EMPLOYEES WORKING MORE THAN 4 HOURS

# Your EAP and WorkLife Services Benefit

## Get The Most Out Of Life

The challenges you face each day can overwhelm you. Your home life, your happiness and your performance at work all can suffer.

We can help. Your Employee Assistance Program (EAP) and WorkLife Services Benefit provides confidential support for those everyday challenges, and for more serious problems. It's available around the clock anytime you need it.

**What Can My EAP and WorkLife Services Benefit Do For Me?**

You may be struggling with stress at work, seeking financial or legal advice, or coping with the death of a loved one. Maybe you just want to strengthen your relationships with your family. Your benefit offers assistance and support for all these concerns and more:

- Depression, anxiety and stress
- Substance abuse
- Relationship problems
- Workplace conflicts
- Parenting and family issues
- Living with chronic conditions
- Child and elder care

If you have an Apple or Android Smartphone download the new myLiveandworkwell app today!

Connect 24/7 to a real person dedicated to making your life easier.

Call toll-free

**(888) 625-4809**

TDD/TTY Dial 711 and enter the number above.

or log on to
www.liveandworkwell.com
access code: veba

We're here to help you and your family with a wide range of personal and work-related needs.

THIS FLYER IS FOR BENEFIT ELIGIBLE EMPLOYEES WORKING MORE THAN 4 HOURS

# Your EAP and WorkLife Services Benefit

## Get The Most Out Of Life

### How Does It Work?

Accessing your EAP and WorkLife Services Benefit is easy and available 24 hours a day. Simply call the toll-free number on this flyer. A specialist will help you identify the nature of your problem and the appropriate resources to address it. If you need financial or legal services, we will refer you to an expert in that field. If you want to see a clinician, we'll match you with one in our network who has the appropriate experience to help.

### Connecting Online

For 24-hour, confidential access to your EAP benefit and tools to help you enhance your work, health and life, simply visit liveandworkwell.com. You can check your benefit information and submit online requests for services, search our online directory of clinicians, access information and resources for hundreds of everyday work and life issues in one of our many virtual help centers, and participate in interactive, customizable self-improvement programs. Any member of your household may access these online services, including dependents living away from home.

### How Much Will This Benefit Cost?

There's no charge for referrals, or for seeing a clinician within our network. There's no cost for initial consultation with financial or legal experts, or mediators. Subsequent legal assistance is available at a 25 percent discount. Access to liveandworkwell.com is always free. For more information, please refer to your employer-provided benefit information.

### Are Services Confidential?

We'll never share your personal records with your employer or anyone else without your permission. All records, including medical information, referrals and evaluations, are kept strictly confidential in accordance with federal and state laws.

In an emergency, the first concern is your health.
Call 911 or get to an emergency room as soon as possible.

Free.
Confidential.
All day, every day.

**Your EAP and WorkLife Services Benefit**

Call any time for help with the demands of everyday life.

United Behavioral Health, operating under the brand Optum

51556-102015-377837-A

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Prepared by:

Kathie Hillix, Personnel Director
January 1995 (Rev. 7/96, 2/99; 12/03; 07/04)
A-58

# CAJON VALLEY UNION SCHOOL DISTRICT

# EMPLOYEE HANDBOOK

## INTRODUCTION

This handbook contains a brief summary of some of the rules and regulations for employees, as well as other information you should find helpful. You are encouraged to refer to the complete set of Personnel Commission Rules & Regulations (Classified), found in each school office and the District Instructional Media Services Department, as well as the negotiated labor agreements with Certificated, Classified, and Supervisory representatives. Another source of information is the District's Policies and Procedures. Your supervisor can assist you if you need to locate these.

We hope you will find this handbook a useful tool as a quick reference guide in seeking answers to employment questions you may have. Employees are encouraged to keep informed on matters of rules and policies by maintaining this handbook in up-to-date condition. The best ways to keep informed include reading bulletins published by the District and the agendas and minutes of the Board of Education and Personnel Commission meetings which are regularly posted in schools and department locations.

### THE CAJON VALLEY UNION SCHOOL SYSTEM

**Schools**

The Cajon Valley Union School District serves preschool through eighth grade students in its elementary and middle schools, including a comprehensive program for students with special needs.

**Board of Education**

The members of the Board of Education are elected by the citizens of El Cajon and serve a four-year term. The Board operates as the policy-making body of the school district, and as employer for the district, fixes and prescribes the duties to be performed by all employees under its jurisdiction.

Regular meetings of the Board of Education are normally held on the second and fourth Tuesdays of the month in the District Office Board Room. Employees and members of the public are invited and welcome to attend.

**Merit System**

The Merit System is a system of rules and procedures, similar to civil service, which governs classified (non-teaching) school employees. It operates under Article 6 of the California State Education Code. This is a personnel system in which merit and fitness determine each person's selection, promotion, and retention in the district, without favoritism or prejudice.

**Personnel Commission**

The Merit System is administered by the Personnel Commission, an independent body responsible for personnel matters affecting classified employees. Three commissioners, who are citizens of our community, are appointed alternately for three-year terms; one is selected by the Board of Education, one by the employee association, and the third by the other two commissioners.

The Commission oversees a staff that classifies positions, recommends salary range placements, administers the selection process, and established rules and regulations concerning administration of the Merit System. The Personnel Commission also serves as the appeal body for classified employees in the areas of discipline and application of their rules and regulations.

Regular meetings of the Personnel Commission normally are held once a month at 4:30 p.m. in the District Office Board Room. You are encouraged and welcome to attend these meetings. If you wish to address the

Commission on a particular issue or concern, please contact the Personnel Director prior to the meeting and provide the item and/or any materials you wish placed on the agenda for information or for action. Agendas and minutes of the meetings are distributed and posted at each work location.

**CSEA**

The California School Employees Association, Chapter 179, is the current, recognized exclusive representative of the classified employees in their relations with the Board of Education, the public school employer. Bargaining unit members are subject to all the provisions of the collective bargaining contract negotiated between the District and CSEA. These provisions have priority over any conflicting statement in this handbook and/or the Commission Rules & Regulations. However, where a subject is not covered in the collective bargaining contract, but is addressed in the Commission Rules & Regulations, the Rules & Regulations are to be applied.

The Association elects officers and appoints site representatives to assist its members in contractual and other matters of interest to employees. Meetings are normally held monthly and are announced in a CSEA flyer.

**CVEA**

The Cajon Valley Education Association is the current, recognized exclusive representative of the certificated employees in their relations with the Board of Education, the public school employer. Bargaining unit members are subject to all the provisions of the collective bargaining contract negotiated between the District and CVEA.

## YOUR APPOINTMENT

**Citizenship**

Citizenship is not a requirement of employment with the Cajon Valley Union School District. However, the District may only hire individuals who have the legal right to work in the United States. When an offer of employment is made, the candidate must submit certain documents to the Personnel Department to verify his/her lawful right to work in this country. This applies to all employees, citizens and non-citizens, including student aides and substitutes.

**Fingerprinting**

The California State Education Code requires all potential employees, including substitutes, to be fingerprinted before they can be hired. The cost of fingerprinting is borne by the individual and the District does **not reimburse the cost.**

**Physical Examination**

Offers of employment are contingent upon successful completion of a physical examination (including drug and alcohol testing) and TB test indicating you are free of TB. The costs associated with the physical examination are paid by the District but you are responsible for the cost of the TB test.

## YOUR EMPLOYMENT

**Probationary Period**

Classified: A classified employee, upon appointment to a regular position, must serve a six month probationary period. During this time, you will be evaluated by your immediate supervisor on a performance appraisal form at the end of your third month and end of your fifth month of service. This provides an opportunity for you and your supervisor to discuss your work performance and how well you are doing in meeting the position requirements. A recommendation will be made on the fifth month evaluation regarding suitability for permanent employment status.

Certificated: A certificated employee, upon appointment to a regular contract position, must serve a two-year probationary period. During this time, you will be evaluated by your immediate supervisor on a performance appraisal form at least once each year.

**Your Paycheck**

Employee payroll checks are normally issued on the last work day of each month. **NOTE:** Employees in a regular position working additional hours (overtime, etc), will receive that pay in their regular monthly check. Time sheets for the extra hours must be submitted to the Payroll Department by the 10th of the current month. Automatic deposit to any bank or credit union is available upon completion of the proper paper work.

**Personnel File**

Every employee has a personnel file maintained in the Personnel Department. This file contains pre-employment information, authorization for work, performance evaluations, and other information related to your employment. However, nothing is placed in your personnel file that you are not aware of, and, in most cases you receive a copy of each item placed in your file.

You are permitted to inspect materials in your personnel file upon making appropriate request to the Personnel Director or Assistant Superintendent of

Personnel. Confidential materials submitted in the application process are not available for review.

Changes in your name, address, or telephone number must be promptly reported to your supervisor, who in turn will notify Personnel with the required paperwork.

**Fringe Benefits**

For individuals working twenty hours or more per week, a fringe benefit package is available and will be discussed by the District's Payroll Department.

**Public Employees Retirement System (PERS)**

PERS is a required deduction for classified (non-teaching) employees who work 20 or more hours per week. It is a dual retirement system, combining benefits from PERS and Social Security. Although PERS is called a retirement system, it also offers disability and death benefits, as well as the ability to receive home loans against your contributions. As a classified employee, you become a member on the first day of qualifying employment. The money you contribute earns interest and may be withdrawn (with substantial penalties) if you leave school employment prior to retirement.

Generally, the funds for such benefits come from employee and employer contributions and the income from investments made by PERS. To be eligible for service retirement with a monthly allowance, an employee must be at least 50 years of age and have at least five years of credited service under PERS. If your assignment qualifies you for membership, you will receive a PERS booklet on retirement related benefits with your new hire information packet.

**State Teachers Retirement System (STRS)**

STRS is a required deduction for employees who work full-time and is an option for employees who work part-time or as a substitute. Although STRS is called a retirement system, it also offers disability and death benefits. As a certificated employee, you become a member on the first day of the pay period in which the election is made. The money you contribute earns interest and may be withdrawn (with substantial penalty) when you leave school employment (prior to retirement).

Generally, the funds for such benefits come from employee and employer contributions and the income from investments made by STRS. To be eligible for service retirement with a monthly allowance, an employee must be at least 55 years of age and have at least five years of credited service under STRS. A STRS booklet on retirement and related benefits is available to employees and you may schedule retirement interviews with a representative from the regional counseling center of STRS.

**Social Security (FICA)**

Social Security is a required deduction for all employees.

**Medicare**

Medicare is a required deduction for all employees.

**Workers' Compensation Insurance**

All employees of the District are covered by provisions of the Workers' Compensation laws of the state. The District carries this insurance at no cost to the employee. Workers' Compensation insurance covers medical care, necessary rehabilitation services, disability income, and death benefits. If you are injured, or become ill while working, report it immediately to your supervisor, regardless of how minor the incident may appear to be. Please consult your immediate supervisor for information and procedures on filing a claim. Also refer to the section on "Industrial Accident/Illness Leave" in your collective bargaining agreement.

## EMPLOYEE RELATIONSHIPS AND RESPONSIBILITIES

**Attendance**

All employees are expected to be present at their job each day and be absent only when necessary. If you are in a position **not entitled to a substitute,** it is important that you report absence or tardiness to your immediate supervisor at the earliest possible time. If you can anticipate your absence, you should notify your supervisor in advance. **If you are entitled to a substitute,** calling the substitute assignment system **will not** suffice as reporting an absence, it will only ensure a substitute will be called. Any, and all absences or tardies need to be phoned in to your immediate supervisor.

**Appearance/Attitude**

Employees are one of the most valuable assets the District has in its relations with the public. Your appearance and demeanor affect how the public views the school system. You are expected to be courteous and helpful and wear appropriate clothing which presents a well-groomed appearance. You should discuss with your supervisor the kind of dress and grooming that is appropriate for your position.

**Safety**

The District is interested in the well being of all its employees and takes every precaution to assure your safety including safety training on a regular basis. However, safety is everyone's responsibility and you should always

perform your duties in a safe manner, using devices provided to you. Be alert to possible safety hazards and report them to your supervisor promptly.

**Personal Conduct and Code of Conduct**

Orderly direction of personnel requires the administration of rules, regulations, policies, and procedures by management to facilitate the goal of educating students in a safe and efficient manner.

Cajon Valley is a public employer and its employees are expected to maintain the highest standards of ethics in the conduct of their activities. Employees may not misuse their positions or place themselves in situations where it may appear that their efforts are affected by outside conflicting interests or that they are using their positions with the District for personal gain.

**Disciplinary Action**

It is hoped that you will never need to concern yourself with this section; however, it is important to recognize that employees who fail to abide by established rules and policies are subject to corrective discipline or discharge. Corrective discipline may range from a verbal warning, to suspension from work without pay, or termination.

For Classified employees, a guide to use for "causes for disciplinary action," as well as the disciplinary procedures, is contained in Chapter 60 of the Personnel Commission Rules.

**LEAVES OF ABSENCE**

**Leave Requirements**

Employees have a variety of leaves available to them. Most leaves require advance notice and completion and submission of an official form to the immediate supervisor for approval. In certain instances your supervisor may ask you for additional written verification before or after your leave.

It is the employee's responsibility to report to work and/or contact the District at the conclusion of the approved leave. Employees who fail to do so will be considered to have voluntarily terminated employment.

Some of the leaves described are paid and some are not.

**Personal Illness/Injury (Sick Leave)**

Sick leave is the authorized absence from duty of an employee because of illness or injury, exposure to contagious disease, or dental or medical appointment. Disabilities arising out of pregnancy and childbirth are treated the same as other sick leave disabilities.

**Family and Medical Leave**

The Family and Medical Leave Act of 1993 entitles any employee who has served in the District for at least twelve months and for at least 1,250 hours of service during the previous 12-month period shall be eligible to take unpaid family and medical leave under the provisions of California and federal law. The District may deny family care and medical leave to employees who do not meet the 12 month/1,250 hours of service requirement. (See District Policy 4152.5).

**To Take District Administered Examinations**

Classified employees are eligible for paid leave to take an examination given by the District during working hours if they give at least two days notice to their immediate supervisor (Personnel Commission Rules & Regulations).

**Leave of Absence Without Pay**

All permanent employees may request a leave of absence in accordance with the collective bargaining agreements. The District considers the merit of each request and the impact on the District before it approves or denies the leave request.

**UNIFORM COMPLAINT PROCEDURE**

The District shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on ethnic group identification, religion, age, sex, sexual orientation, gender, color, race, ancestry, national origin, physical or mental disability in any program or activity that receives or benefits from state financial assistance. The District shall also follow uniform complaint procedures when addressing complaints alleging failure to comply with state or federal law, categorical aid programs, migrant education, vocational education, childcare and development programs, child nutrition programs and special education programs. The person responsible for processing complaints related to this procedure is the Assistant Superintendent of Educational Services.

Complaints will be kept confidential. The District prohibits retaliation against any participant in the complaint process. Each complaint shall be investigated promptly and in a way that respects the privacy of all parties concerned.

If you have a complaint, contact the Assistant Superintendent of Educational Services, (619) 588-3086. For legal assistance, you may contact the Legal Aid Society, (619) 262-0896, and/or the Superintendent of Schools at the San Diego County Office of Education, (619) 292-3500.

**Policy Against Harassment**

The Cajon Valley Union School District is committed to providing a work environment that is free of discrimination and harassment. In keeping with this commitment, the District maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal, physical, and visual harassment.

## RETIREMENT/RESIGNATION

Regardless of whether you retire or resign from the district, **you must** complete a resignation form in the Personnel Department.

All individuals leaving school employment, (in good standing), and returning within a 39 month period, will receive the same salary and earn sick leave and vacation at the same rate as when you left, and, receive credit for the seniority you had when you left.

## SPECIAL PROGRAMS

**Employee Assistance Program (EASE)**

The Employee Assistance Program is available to all employees and their dependents who are experiencing difficulties such as emotional distress, financial worries, family problems, legal difficulties, alcohol or drug abuse, or any other problems affecting their well being and their job performance. The service is confidential and free of charge, and employees experiencing difficulty are encouraged to take advantage of this service by scheduling an appointment with the Program's qualified, trained, personnel. After a pre-treatment assessment interview and a discussion of the problem and alternatives, the employee may be referred to a community resource that provides professional or medical assistance. A fee may be charged by the community resource professional; however, often the employee's medical insurance will cover the treatment.

# NONDISCRIMINATION IN EMPLOYMENT / 4030 BP

Book: Policies and Regulations

Status: Active

Section: 4000: Personnel

Adopted: February 2, 2017

The Governing Board is determined to provide district employees and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. The Board prohibits district employees from discriminating against or harassing any other district employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*
*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

*(cf. 4032 - Reasonable Accommodation)*
*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

Prohibited discrimination on the basis of religious creed includes discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the district shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.

*(cf. 4033 - Lactation Accommodation)*

Harassment consists of unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

The Board also prohibits retaliation against any district employee or job applicant who opposes any discriminatory employment practice by the district or its employee, agent, or representative or who complains, testifies, assists, or in any way participates in the district's complaint procedures pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who does report such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*Legal Reference:*

*EDUCATION CODE*
*200-262.4 Prohibition of discrimination*
*CIVIL CODE*
*51.7 Freedom from violence or intimidation*
*GOVERNMENT CODE*
*11135 Unlawful discrimination*
*11138 Rules and regulations*
*12900-12996 Fair Employment and Housing Act*
*PENAL CODE*
*422.56 Definitions, hate crimes*
*CODE OF REGULATIONS, TITLE 2*
*11019 Terms, conditions and privileges of employment*
*CODE OF REGULATIONS, TITLE 5*
*4900-4965 Nondiscrimination in elementary and secondary education programs*
*UNITED STATES CODE, TITLE 20*
*1681-1688 Title IX of the Education Amendments of 1972*
*UNITED STATES CODE, TITLE 29*
*621-634 Age Discrimination in Employment Act*
*794 Section 504 of the Rehabilitation Act of 1973*
*UNITED STATES CODE, TITLE 42*
*2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended*
*2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended*
*2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008*
*2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964*
*6101-6107 Age discrimination in federally assisted programs*
*12101-12213 Americans with Disabilities Act*
*CODE OF FEDERAL REGULATIONS, TITLE 28*
*35.101-35.190 Americans with Disabilities Act*
*CODE OF FEDERAL REGULATIONS, TITLE 34*
*100.6 Compliance information*
*104.7 Designation of responsible employee for Section 504*
*104.8 Notice*
*106.8 Designation of responsible employee and adoption of grievance procedures*
*106.9 Dissemination of policy*
*110.1-110.39 Nondiscrimination on the basis of age*
*COURT DECISIONS*
*Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863*
*Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837*

# NONDISCRIMINATION IN EMPLOYMENT / 4030 AR

Book: Policies and Regulations
Section: 4000: Personnel

Status: Active
Adopted: February 2, 2017

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent, Personnel Services
750 E. Main St.
El Cajon, CA 92020
(619) 588-3049

**Measures to Prevent Discrimination**

To prevent unlawful discrimination, harassment, and retaliation against district employees, volunteers, interns, and job applicants, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, to employees, volunteers, interns, job applicants, and the general public by: (5 CCR 4960; 34 CFR 100.6, 106.9)

Including them in each announcement, bulletin, or application form that is used in employee recruitment

a. Posting them in all district schools and offices, including staff lounges and other prominent locations
b. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

*(cf. 1113 - District and School Web Sites)*
*(cf. 1114 - District-Sponsored Social Media)*

2. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

3. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

*(cf. 1240 - Volunteer Assistance)*
*(cf. 4131 - Staff Development)*
*(cf. 4231 - Staff Development)*
*(cf. 4331 - Staff Development)*

4. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

**Complaint Procedure**

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant who is an employee shall promptly inform his/her supervisor. However, if the supervisor is the person against whom the employee is complaining, the employee shall promptly inform the coordinator or the Superintendent. A job applicant shall inform the coordinator or the Superintendent or designee.

   The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

   A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

   The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*
*(cf. 4032 - Reasonable Accommodation)*
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

   The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

*(cf. 3580 - District Records)*
*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*
*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

   If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

   When necessary to carry out his/her investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

   The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Corrective Action:** No more than 30 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the complainant and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

   The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

*(cf. 1312.1 - Complaints Concerning District Employees)*
*(cf. 9321 - Closed Session Purposes and Agendas)*

**Other Remedies**

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Tracy Mueller
Payroll/Benefits Supervisor
Phone: (619) 588-3070
Fax: (619) 441-6170
E-mail: muellert@cajonvalley.net

CAJON VALLEY
UNION SCHOOL DISTRICT

Office Address:
710 E. Main, El Cajon, CA 92020
Mailing Address:
PO Box 1007, El Cajon, CA 92022-1007
www.cajonvalley.net

Date: July 3, 2018

From: Tracy Mueller, Payroll/Benefits Supervisor

Subject: **2018-2019 Payroll Time Lines** for Contract and Substitute Employees

**Contract base pay** is paid each month for the current month. Base pay is equal to 1/11 of your annual salary (or 1/12 for year-round employees). Base pay is not calculated by the number of days worked in the current pay period. If you begin the contract year late or do not finish the contract year, a day-count adjustment will be applied to your check.

**Additional time, substitute time, and overtime** worked in the current month will be paid at the end of the next month. Time sheets should be submitted to your site for approval no later than the "stop date" so your site can send them to the Payroll department by the 3rd of each month. Late time sheets may delay pay for an additional month.

**The table below provides information about pay periods and pay days**. Pay checks are available for you to pick up in Payroll between 8:00 a.m. and 4:30 p.m. on payday. **Pay checks not picked up on payday will be mailed to you**. Direct deposit pay stubs are available online. To access them, click on the District web staff menu item "Online Pay Stubs".

If you have questions, e-mail or phone your payroll technician. Phone: (619) 588-3070

| Employee Last Names: | Payroll Technician: | E-mail: |
|---|---|---|
| A - G | Christy Cordova | cordovac@cajonvalley.net |
| H - O | Carly Strampfer | strampferca@cajonvalley.net |
| P - Z | Joy Perry | perryj@cajonvalley.net |

| **Contract Base Pay** 11 pay (Aug-Jun), 12 pay (Jul-Jun) | **Additional/Substitute/Overtime** | | **Pay Date** |
|---|---|---|---|
| | Start Date | Stop Date | |
| July | 06/01/18 | 06/30/18 | **07/31/18** |
| August | 07/01/18 | 07/31/18 | **08/31/18** |
| September | 08/01/18 | 08/31/18 | **09/28/18** |
| October | 09/01/18 | 09/30/18 | **10/31/18** |
| November | 10/01/18 | 10/31/18 | **11/30/18** |
| December | 11/01/18 | 11/30/18 | **12/21/18**** |
| January | 12/01/18 | 12/31/18 | **01/31/19** |
| February | 01/01/19 | 01/31/19 | **02/28/19** |
| March | 02/01/19 | 02/28/19 | **03/29/19***** |
| April | 03/01/19 | 03/31/19 | **04/30/19** |
| May | 04/01/19 | 04/30/19 | **05/31/19** |
| June | 05/01/19 | 05/31/19 | **06/28/19** |
| July | 06/01/19 | 06/30/19 | **07/31/19** |
| August | 07/01/19 | 07/31/19 | **08/30/19** |

**Date is early to accommodate winter break. ***Date is early to accommodate Cesar Chavez Day.

**Casie Martinez, Supervisor**
Personnel Services

Phone: (619) 590-8351
Fax: (619) 588-3663
E-mail: martinezca@cajonvalley.net

CAJON VALLEY
UNION SCHOOL DISTRICT

Office Address:
750 E. Main Street, El Cajon, CA 92020
Mailing Address:
PO Box 1007, El Cajon, CA 92022-1007
www.cajonvalley.net

May 11, 2018

CONTRACT EMPLOYEES
Hired after May 14, 2018

**REVISED NOTIFICATION OF REASONABLE ASSURANCE**

You are hereby notified that you have reasonable assurance of returning to work in the 2018-2019 school year, after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year.

Your services will not be needed during the 2018 summer, unless you are notified in writing by June 22, 2018.

You may, nonetheless file an Unemployment Insurance (UI) claim. Your entitlement to benefits will be determined by the Employment Development Department and not by this educational institution. If you are not rehired after the recess period, you may be entitled to UI benefits retroactive to the date you filed an initial claim, if you are otherwise eligible and you filed a claim for each week, and if a claim for retroactive benefits is made within thirty (30) days of the start of the next school year/term.

If you file a UI claim, the following address should be written on your claim form:

Cajon Valley Union School District
C/O WORKFORCE SOLUTIONS
PO Box 23020
Oakland, CA 94623-2302

This letter is the only official and authorized notification upon which you should rely when determining your employment status for the next academic year or term. Please contact our office at 619/588-3047 if you have any questions.

Sincerely,

Casie Martinez
Personnel Services Supervisor

# Right-to-Know

## *Employee Training Program*

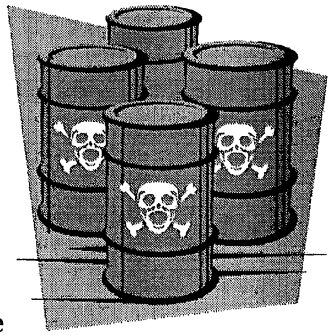
San Diego County Office of Education
Risk Management

"All things are poisonous and yet there is nothing that is poisonous. It is only the dose that makes a thing poisonous."

Paracelsus, 1493-1541
Swiss physician and alchemist

# WORKING WITH CHEMICALS/HAZARDOUS SUBSTANCES

Life is not as simple today as it was 20, 30 or more years ago. Significant changes occur that have a profound effect over the way we live, how we live, what we eat and the air we breathe.



In fact, many things that we consider hazardous now were in use many years ago. The ancient Greeks cleaned their asbestos dinner napkins by tossing them in the fire, they drank mercury as a laxative; wealthy Romans ate off of lead plates and gaffers in Hollywood used to shake friable asbestos over the actors to simulate snow.

One of the more profound changes that have been occurring since the end of World War II is the rapid spread and use of chemicals and substances by all Americans. We term these chemicals and substances "hazardous" because they have physical properties such as being flammable, explosive or unstable. They produce health effects that might damage the skin, lungs, eyes, etc., or they may be cancerous.

We all use such products at home and at work. Every time we fill our lawnmower or automobile with gasoline, we are using a substance that is a physical hazard (flammable), a health hazard and a suspected cancer-causing substance. Everyday chores in which we use bleaches, cleaners, ammonia and pesticides all involve hazardous substances. We are also exposed at work.

Most of us have little or no difficulty in working safely with these hazardous substances; but, to make your work safer, it was felt that you should be given more information.

In California, all employees are required to receive training and information regarding hazardous substances they might use or come in contact with in their work. Your district believes it is important for employees to have such information, and has, therefore, put together this booklet to inform you of your rights and what you need to know to work safely.

This booklet will explain legal requirements for employees working with hazardous substances. These requirements include, but are not limited to, an explanation of substances that are not covered by the law; a definition of what is meant by "hazardous;" labeling requirements; what a Material Safety Data Sheet (MSDS) is; an explanation of terms commonly used on MSDS's; training requirements; and, some comments about the district's written program.

**NO SMOKING**

# EMPLOYEE RIGHTS

Your rights by law are as follows:

1. You have the right to receive information regarding hazardous substances to which you might be exposed.

2. Your physician or collective bargaining agent also has the right to receive such information for which you may be exposed.

3. You cannot be discharged or discriminated against in any way for exercising these rights.

# EMPLOYEE TRAINING

Your supervisor is responsible for informing you of the following:

1. The location and availability of the District's written program.

2. Any operation in your work area where hazardous substances are present.

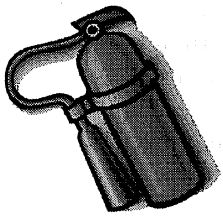
3. Reviewing with you the contents of Material Safety Data Sheet(s) of substances you work with. This includes any new substance or revised MSDS if the new information indicates a significant increase in risk to you.

4. How to observe and detect the presence and/or release of a hazardous substance in the work area.

5. The physical health hazards of the hazardous substances in your work area and how you can protect yourself from these hazards. Such measures may include work practice, protective equipment or emergency procedures.

# LEGAL REQUIREMENTS

The law requires that employees, who may be exposed to a hazardous substance under normal working conditions, or in a reasonable foreseeable emergency, be given training about the hazards associated with that substance and other generalized information about hazardous substances. The program covers four major areas:

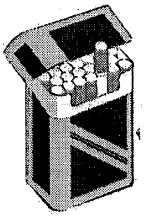


1. Material Safety Data Sheets
2. Container Labeling
3. District-Written Program
4. Employee Training

The District has spent a lot of time assembling and organizing MSDSs for every hazardous substance used by employees. This has been a big task and the payoff is when you use them to get information to make your job safer. Anytime you have a question about a substance, refer to the MSDS first. Make this a lifetime habit no matter where you work.

# SOME EXCEPTIONS

Certain products are hazardous but are not covered by this regulation. They are:



1. Tobacco or tobacco products.
2. Foods, drugs or cosmetics used personally.
3. Wood or wood products.
4. Any manufactured item or article that may contain a hazardous substance but would not expose you to the substance in normal use. A radio for example, may contain plastics, resins and metals that will not expose you to them in normal use.
5. Any hazardous waste (covered by other regulations).

6. Pesticides (covered by other, more stringent regulations).

7. Consumer products used by the general public and employees, provided that employee exposure is not significantly greater than a consumer's exposure. An example would be "white out" (Liquid Paper®), which may contain toluene. This is a product that can be used by consumers and the use of the product by someone at home is generally the same as someone at work.

## WHAT'S "HAZARDOUS"?

A "hazardous" substance is broadly defined as any substance, which is a health hazard, a physical hazard, a carcinogen, irritant or a corrosive. In other words, a hazardous substance is a harmful substance.

A health hazard is a substance that may cause acute (short-term) or chronic (long-term) health effects. An acute health effect could be a skin rash from using a chemical without gloves, or dizziness from using the substance without sufficient ventilation. A chronic health effect could be asbestosis, a lung disease from 20-plus years of heavy exposure to asbestos fibers.

A physical hazard results from a substance being flammable, combustible, a compressed gas, explosive, unstable, etc. Physical hazards are more likely to produce injuries such as burns, as opposed to health problems.

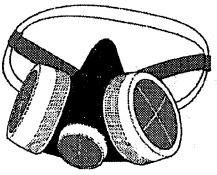
Carcinogens are substances known to produce cancer in people. There are currently less than 25 substances in this category. A number of others are suspected carcinogens and would also be considered hazardous.

# LABELS

One of the four main components of the "Right to Know" Program is that of container labels. Unlike consumer products, industrial products must meet more stringent requirements regarding labeling. By law, whenever a manufacturer sends or ships a drum, box or other container with a hazardous substance, a label must be on the container and it must contain the following information at a minimum:

1. The name (identity) of the substance such as gasoline, ammonia, etc.

2. A hazard-warning statement (e.g. corrosive, wear rubber gloves and eye protection).



3. The name and address of the manufacturer or importer.

***Signal words on labels:***
Labels may have signal words on them. A signal word is a description of the short-term toxicity of a product. There are four categories of signal words (I to IV), with Category I having the highest level of toxicity.

**"Danger-Poison"** (Category I), means the product is highly toxic if it is eaten, absorbed through the skin or inhaled. These products have a skull and crossbones on the label.

**"Danger"** (Category II), means the product is highly toxic because it is corrosive. It will cause severe burning to the eyes or skin that can result in irreversible damage.

**"Warning"** (Category III) indicates that the product is moderately toxic if eaten, absorbed through the skin, inhaled or if it causes moderate eye or skin irritation.

**"Caution"** (Category IV), means the product is slightly toxic if eaten, absorbed through the skin, inhaled or if it causes slight eye or skin irritation.

When substances are transferred from original containers to other containers, labels must be placed on these secondary containers. This must contain the following information:

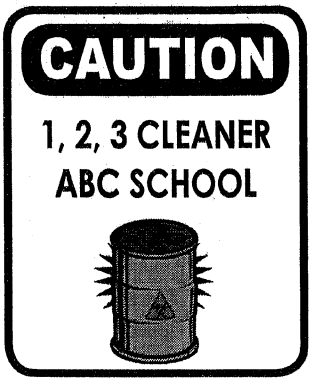
1. The name (identity) of the substance.

2. A hazard-warning statement.

3. The name of the party responsible for the container and its contents.

These container labels are reminders for you when you use hazardous substances. They are a very shortened version of the MSDS in that they tell you what you need to do to keep yourself safe, as well as reminding you of what's in the container.

If you encounter a container without a label, it is your responsibility to notify your supervisor who will make sure that a label is put on the container.



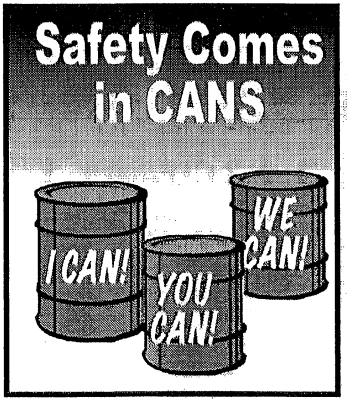
# MATERIAL SAFETY DATA SHEETS (MSDS)

There is a lot of information being generated about hazardous substances. The basic source of information about safety and health is found in the Material Safety Data Sheet (MSDS), and it is an integral part of the District's Hazard Communication Program.

Your work area will have an MSDS on all hazardous products you might use. Check with your supervisor for the exact location. The MSDS is an OSHA form required to be provided by a manufacturer or importer to companies using the substance. The District, in turn, is obligated to make them available to you. Occasionally, the District may have difficulty obtaining an MSDS. If you find that an MSDS is not available, contact your supervisor who can contact the manufacturer and request an MSDS. You may also contact the Occupational Health Branch of HESIS at 510-540-3014.

In the pages that follow, we've included a sample of an MSDS, followed by an explanation of the terms used in it.

Whenever the District receives a new or revised MSDS, your supervisor will review its contents with you.



# SAMPLE
# MATERIAL SAFETY DATA SHEET

WAXIE SANITARY SUPPLY

Material Safety Data Sheet
OSHA's Hazard Communication Standard
U.S. Department of Labor

29 CFR 1910.1200 OMB No. 1218-0072

Identity # 170281; 170282; 170284; 170285 Name SPRING CLEAN MINT ODOR DISINFECTANT

Section 1
Manufactured For - Waxie Sanitary Supply
Address - 9353 Waxie Way Emergency Phone (Chem-Tel) 1-(800) 255-3924
City - San Diego State - CA 92123-1036 Phone - (800) 995-4466

Date Prepared- 1/21/1999

Section 2 - Hazardous Ingredients/Identity Information

| Hazardous Components | CAS# | OSHA PEL | ACGIH TLV | Weight% (Optional) |
|---|---|---|---|---|
| Quaternary Ammonium Chloride | 139071, 139082, 122189 | NONE | NONE | |
| Isopropanol | 67630 | 400PPM | 400PPM | |

Note:

VOC Content- 20 g/L

Section 3 - Physical/Chemical Characteristics

Boiling Point- >212 F
Vapor Pressure - Not Tested
Vapor Density - Not Tested
Solubility In Water- 100%
Appearance and Odor- GREEN/MINT ODOR

pH- 6.5-8.5
Specific Gravity- 0.995
Melting Point - Not Tested
Evaporation Rate - Not Tested

Section 4 - Fire and Explosion Hazard Data

Flash Point- None
LEL- Not Tested

Flammable Limits - Not Tested
UEL- Not Tested
DOT# NONE

| NFPA Hazard Rating - | H | F | R | S | HMIS Hazard Rating - | H | F | R |
|---|---|---|---|---|---|---|---|---|
| (0- Least, 4- Extreme) | 1 | 0 | 0 | 0 | | 1 | 0 | 0 |

Extinguishing Media- CO2, DRY FOAM
Special Fire Fighting Procedures NONE

Unusual Fire and Explosion Hazards- NONE

Section 5 - Reactivity Data

Stability - Stable
Conditions to Avoid - None

Incompatible Materials to Avoid- Anionic Materials, Strong Oxidizers
Hazardous Decomposition or Byproducts- CO, CO2
Hazardous Polymerization- NONE

Conditions to Avoid- None

Page 1of 2

Section 6 - Health Hazard Data

Routes of Entry
Inhalation? - Possible
Skin? - Possible
Ingestion? - Possible
Health Hazards - Same as Signs and Symptoms of Exposures
Note - All Chemicals in this Product are Found on the TSCA Inventory List.
OSHA Carcinogenicity? - None; NTP? - None; IARC Monographs? - None.

# 170281; 170282; 170284; 170285

Signs and symptons of over exposure:

Eyes - Burning Sensation

Skin- Irritant

Ingestion-Toxic, Do Not Induce Vomitting, Call Physician

Inhalation- Dizziness, Headaches, Irritation

Medical Conditions Generally Aggravated by Exposure - Same as Signs and Symptoms of Over Exposure.

Emergency and First Aid Procedures

Eyes - Flush With Water For 15 Minutes. If Irritation Persists, Call Physician.

Skin- Wash Off With Soap & Water, If Irritation Persists, Call Physician

Ingestion- Drink Large Amounts of Water, Call Physician

Inhalation- Get Person to Fresh Air If Unconscious, Call Physician

Section 7 - Precautions For Safe Handling and Use.
Steps to be taken in case material is released or spilled - Contain with an inert, absorbent material. Collect in an approved container and place in a proper waste disposal container.

Waste Disposal Method - Dispose of in accordance with state and local regulations.
Precautions To Be Taken in Handling and Storing - Store in a cool, dry place, out of direct sunlight. Do not freeze, less than or equal to 32 F, or heat above 110 F.

Other Precautions - Keep out of reach of children. Follow directions on the container for proper use of this product.

Section 8 - Control Measures
Respiratory Protection - Open all doors and windows. "If" there is an exposure, and it is above the TLV or PEL, a NIOSH approved respirator equipped for the exposure or suitable respiratory protection per 29 CRF 1910.134, is required.

| | | |
|---|---|---|
| Ventilation | Local Exhaust - If Available | Special - None |
| | Mechanical - If Available | Other - None |

Protective Gloves- Plastic or Rubber, Chemical Resistant

Eye Protection- Glasses, Goggles

Other Protective Clothing or Equipment- None

Hygienic Work Practices - Use common sense and care around chemicals. Never mix chemicals. Consult your supervisor for other practices. All practices depend on your specific business. Directions for use are normally found on label which will dictate engineering and control measures.

Other Special Requirements

Note: Waxie believes the data set forth are accurate, Waxie makes no warranty with respects thereto and disclaims all liability for reliance thereon. Such data are offered solely for consideration, investigation and verification. Also, the data set forth is for the concentrated finished product. All lab samples are for experimental purposes only and used at the customers discretion

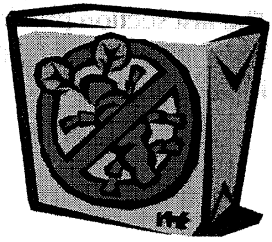
Page 2 of 2

# DATA SECTIONS OF A MATERIAL SAFETY DATA SHEET (MSDS)

The Material Safety Data Sheet (MSDS) is an integral part of a Hazard Communication Program. It is a form that provides detailed information about a chemical. Your department will have an MSDS on all hazardous products used in your work area. The MSDS is divided into sections. All of the following data must be included on the MSDS following this section.

*SECTION I: IDENTIFICATION OF PRODUCT*
The first section of the MSDS identifies the product by giving the chemical name, trade name and the manufacturer's name and address. An emergency phone number may be listed.

*SECTION II: HAZARDOUS INGREDIENTS*
This section lists what is in the product which may harm you, the amount of the chemical(s) by percentage, and the CAS# (Chemical Abstract Service registry number which positively identifies the chemical.) Chemicals have been tested to determine safe exposure levels. These exposure limits are usually calculated for average exposures over an 8-hour day. They are listed here as the TLV (Threshold Limit Value) and/or the PEL (Permissible Exposure Limit).



*SECTION III: PHYSICAL DATA*
This section describes the product's appearance, odor and other chemical and physical properties.

*SECTION IV: FIRE AND EXPLOSION HAZARD DATA*
This section describes information necessary if a fire occurs or there is potential for ignition. The flash point will tell you at what temperature the chemical ignites. The correct fire extinguishing media is given, such as water, $CO_2$, foam or dry chemical. Any special fire-fighting procedures or unusual hazards are listed.

*SECTION V: HEALTH HAZARD DATA*
This section describes effects of overexposure and emergency and first aid procedures. It gives very practical and important information for users of the product. It may also list any medical conditions that may be aggravated by exposure to the chemical.

*SECTION VI: REACTIVITY DATA*
This section describes whether a chemical is stable, reacts with other substances or conditions or decomposes.

*SECTION VII: SPILL OR LEAK PROCEDURES*
Here you will find proper methods for handling spills, leaks and waste disposal.

*SECTION VIII: SPECIAL PROTECTION INFORMATION*
This section lists any personal protective equipment (gloves, eye protection, and respiratory protection) that is necessary to work with the chemical safely. Requirements for ventilation are also given.

*SECTION IX: SPECIAL PRECAUTIONS*
The last section provides information regarding special measures for handling and storing the material. Any other precautions are listed in this section.

# WRITTEN PROGRAM

The last main component of a "Right to Know" Program is that of a District's written policy or plan of how it intends to accomplish the training, labeling and acquisition of MSDSs, including who in the District is responsible for meeting these obligations.

The written program will include a list of the substances present for quick reference. It will also Identify how employees doing nonroutine tasks will be informed of the hazards and the hazards associated with substances in unlabeled pipes in your work area. The written program will also describe how contractors in district facilities will be informed of hazards generated by the District. The written program is always available to you when you want to review it.

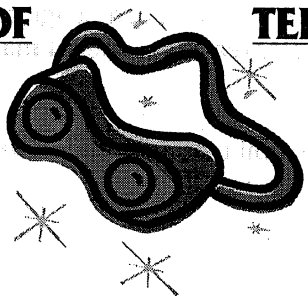
# SUMMARY

Labels and MSDSs are your guide to working safely with hazardous substances. By understanding what you are working with, what potential hazards exist from using the substance and how you can protect yourself, you can make your employment safe and rewarding.

We can't avoid using hazardous substances, but we can use them safely. If you have any questions regarding the information in this booklet, talk with your supervisor and get the assistance you need.

We want your employment to be productive and free from injury and illness.

# GLOSSARY OF TERMS



**Acid:** A compound with a ph less than 7.

**Alkali/Base:** A compound with a ph greater than 7.

**Boiling Point:** The temperature at which a liquid becomes a gas.

**CAS Number:** Chemical Abstract Service Registry Number is listed as a key to definitive identification of the material. Most products consisting of one chemical will have a number. Mixtures do not have a CAS Number.

**Chemical:** Any element, compound or mixture of elements and/or compounds. This can include solids and gases, as well as liquids.

**Combustible:** The ability to burn once ignited. The flashpoint is greater than 100°F but less than 200°F.

**Compressed gas:** A gas in a container at 40 psi (absolute).

**Corrosive:** The ability to dissolve metal and other materials, including skin. Corrosive materials have a ph more than 12.5 or less than 2.0. Examples are sulfuric acid, hydrochloric acid, sodium hydroxide.

**Evaporation Rate:** The speed at which a material changes from a liquid to a gas. Slow is less than 0.8 (water=0.3). Fast is greater than 3.0 (methylethylketone – 3.8).

**Flammable liquid:** A liquid with a flashpoint of less than 100°F.

**Flammable solid:** A solid that can be ignited readily; spontaneously-reactive and water-reactive material may be included in this category.

**Flammability:** The ability to initiate self-sustained combustion.

**Flashpoint:** The lowest temperature at which vapors are present to provide a flammable mixture in the presence of an ignition source (for example, flames or sparks). Relative indicator of flammability; the lower the flashpoint, the greater the danger.

**Hazardous:** Any chemical that is a physical hazard or a health hazard.

**Health hazard:** A chemical that can be harmful to a person who has been exposed.

**Ignitable:** The lowest temperature required for a material to ignite. The temperature is called the "flashpoint" of the material. Flammable flashpoint is less than 100°F. Combustible flashpoint is between 100°F and 200°F. Ignitable materials include paint, solvents and oxidizers.

**Melting Point:** The temperature at which a solid turns into a liquid.

**Oxidizer:** A material that produces oxygen and initiates or promotes combustion in other materials.

**PEL:** Permissible exposure limit; an exposure limit established by OSHA, often revised according to the TLV established by the ACGIH.

**Physical hazard:** A chemical that is a combustible liquid; a compressed gas and explosive; a flammable and oxidizer; or an unstable or water-reactive substance.

**PPE:** Personal protective equipment; for example, safety glasses, gloves, respirators.

**Reactive:** Unstable, may react with water, air or other chemicals.

**Solubility:** The ability of a substance to mix with water.

**TLV- Threshold Limit Value:** A term used by the ACGIH to express the airborne concentration of a material to which nearly all persons can be exposed day after day without adverse effects. The ACGIH reviews TLV on a regular basis.

**Toxic:** Poisonous.

**Unstable:** A chemical that will react under conditions of shock, pressure or temperature.

**Vapor Density:** The weight of a gas compared to an equal volume of air. Heavier vapors tend to settle in low places where they may create fire or health hazards. Low density vapors tend to rise, exiting the breathing zone more quickly than heavier density vapors.

**Vapor Pressure:** The pressure of a saturated vapor above a liquid, in millimeters of mercury (mm of Hg) at 20°C (unless stated otherwise.) For example, the vapor pressure of water at 20°C is 17.5mm of Hg. The lower the boiling point of a liquid, the higher the vapor pressure.

**Volatile:** The ability of a material to mix in air. Consider an increased hazard when the percentage of volume that will evaporate exceeds 10%.

**Water Reactive:** A material that reacts with water to release a flammable or toxic gas.

**San Diego County Office of Education**

**Board of Education**
Nick Aguilar • Susan Hartley • Sharon C. Jones • Robert J. Watkins • John Witt

Dr. Rudy M. Castruita
**Superintendent of Schools**

SEXUAL HARASSMENT INCLUDES MANY FORMS OF OFFENSIVE BEHAVIORS

# BEHAVIORS THAT MAY BE SEXUAL HARASSMENT:

1. *Unwanted sexual advances*
2. *Offering employment benefits in exchange for sexual favors*
3. *Leering; gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters*
4. *Derogatory comments, epithets, slurs, or jokes*
5. *Graphic comments, sexually degrading words, or suggestive or obscene messages or invitations*
6. *Physical touching or assault, as well as impeding or blocking movements*

Actual or threatened retaliation for rejecting advances or complaining about harassment is also unlawful.

Employees or job applicants who believe that they have been sexually harassed or retaliated against may file a complaint of discrimination with DFEH within one year of the last act of harassment or retaliation. DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a civil complaint in state or federal court to address the causes of the discrimination and on behalf of the complaining party. DFEH may seek court orders changing the employer's policies and practices, punitive damages, and attorney's fees and costs if it prevails in litigation. Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS, AND FROM THE PERPETRATION OF ACTS OF HATE VIOLENCE AND HUMAN TRAFFICKING.

## FOR MORE INFORMATION

Department of Fair Employment and Housing
Toll Free: (800) 884-1684
TTY: (800) 700-2320
Online: www.dfeh.ca.gov

*Also find us on:*

If you have a disability that prevents you from submitting a written pre-complaint form on-line, by mail, or email, the DFEH can assist you by scribing your pre-complaint by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or call us through your VRS at (800) 884-1684 (voice).

To schedule an appointment, contact the Communication Center at (800) 884-1684 (voice or via relay operator 711) or (800) 700-2320 (TTY) or by email at contact.center@dfeh.ca.gov.

*The DFEH is committed to providing access to our materials in an alternative format as a reasonable accommodation for people with disabilities when requested.*

*Contact the DFEH at (800) 884-1684 (voice or via relay operator 711), TTY (800) 700-2320, or contact.center@dfeh.ca.gov to discuss your preferred format to access our materials or webpages.*

DFEH-185-ENG / April 2017

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

# SEXUAL HARASSMENT

## THE FACTS

Sexual harassment is a form of discrimination based on sex/gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, or sexual orientation. Individuals of any gender can be the target of sexual harassment. Unlawful sexual harassment does not have to be motivated by sexual desire. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity.

## THERE ARE TWO TYPES OF SEXUAL HARASSMENT

1. *"Quid pro quo"* (Latin for "this for that") sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.
2. *"Hostile work environment"* sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with your work performance or create an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

The harassment must be severe or pervasive to be unlawful. That means that it alters the conditions of your employment and creates an abusive work environment. A single act of harassment may be sufficiently severe to be unlawful.

# CIVIL REMEDIES:

1. *Damages for emotional distress from each employer or person in violation of the law*
2. *Hiring or reinstatement*
3. *Back pay or promotion*
4. *Changes in the policies or practices of the employer*

## EMPLOYER RESPONSIBILITY & LIABILITY

All employers, regardless of the number of employees, are covered by the harassment provisions of California law. Employers are liable for harassment by their supervisors or agents. All harassers, including both supervisory and non-supervisory personnel, may be held personally liable for harassment or for aiding and abetting harassment. The law requires employers to take reasonable steps to prevent harassment. If an employer fails to take such steps, that employer can be held liable for the harassment. In addition, an employer may be liable for the harassment by a non-employee (for example, a client or customer) of an employee, applicant, or person providing services for the employer. An employer will only be liable for this form of harassment if it knew or should have known of the harassment, and failed to take immediate and appropriate corrective action.

Employers have an affirmative duty to take reasonable steps to prevent and promptly correct discriminatory and harassing conduct, and to create a workplace free of harassment.

A program to eliminate sexual harassment from the workplace is not only required by law, but it is the most practical way for an employer to avoid or limit liability if harassment occurs.

## ALL EMPLOYERS MUST TAKE THE FOLLOWING ACTIONS TO PREVENT HARASSMENT AND CORRECT IT WHEN IT OCCURS:

1. Distribute copies of this brochure or an alternative writing that complies with Government Code 12950. This pamphlet may be duplicated in any quantity.

2. Post a copy of the Department's employment poster entitled "California Law Prohibits Workplace Discrimination and Harassment."

3. Develop a harassment, discrimination, and retaliation prevention policy in accordance with 2 CCR 11023. The policy must:

   - Be in writing.
   - List all protected groups under the FEHA.
   - Indicate that the law prohibits coworkers and third parties, as well as supervisors and managers with whom the employee comes into contact, from engaging in prohibited harassment.
   - Create a complaint process that ensures confidentiality to the extent possible; a timely response; an impartial and timely investigation by qualified personnel; documentation and tracking for reasonable progress; appropriate options for remedial actions and resolutions; and timely closures.
   - Provide a complaint mechanism that does not require an employee to complain directly to their immediate supervisor. That complaint mechanism must include, but is not limited to including: provisions for direct communication, either orally or in writing, with a designated company representative; and/or a complaint hotline; and/or access to an ombudsperson; and/or identification of DFEH and the United States Equal Employment Opportunity Commission as additional avenues for employees to lodge complaints.
   - Instruct supervisors to report any complaints of misconduct to a designated company representative, such as a human resources manager, so that the company can try to resolve the claim internally. Employers with 50 or more employees are required to include this as a topic in mandated sexual harassment prevention training (see 2 CCR 11024).
   - Indicate that when the employer receives allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.
   - Make clear that employees shall not be retaliated against as a result of making a complaint or participating in an investigation.

4. Distribute its harassment, discrimination, and retaliation prevention policy by doing one or more of the following:

   - Printing the policy and providing a copy to employees with an acknowledgement form for employees to sign and return.
   - Sending the policy via email with an acknowledgment return form.
   - Posting the current version of the policy on a company intranet with a tracking system to ensure all employees have read and acknowledged receipt of the policy.
   - Discussing policies upon hire and/or during a new hire orientation session.
   - Using any other method that ensures employees received and understand the policy.

5. If the employer's workforce at any facility or establishment contains ten percent or more of persons who speak a language other than English as their spoken language, that employer shall translate the harassment, discrimination, and retaliation policy into every language spoken by at least ten percent of the workforce.

6. In addition, employers who do business in California and employ 50 or more part-time or full-time employees must provide at least two hours of sexual harassment training every two years to each supervisory employee and to all new supervisory employees within six months of their assumption of a supervisory position.

# SEXUAL HARRASSMENT / 4119.11, 4219.11, 4319.11 BP

Book: Policies and Regulations

Status: Active

Section: 4000: Personnel

Adopted: February 2, 2017

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*
*(cf. 4030 - Nondiscrimination in Employment)*

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to staff

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

3. Ensuring prompt, thorough, and fair investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

*Legal Reference:*
*<u>EDUCATION CODE</u>*
*200-262.4 Prohibition of discrimination on the basis of sex*
*<u>GOVERNMENT CODE</u>*
*12900-12996 Fair Employment and Housing Act, especially:*

*12940 Prohibited discrimination*
*12950.1 Sexual harassment training*
*LABOR CODE*
*1101 Political activities of employees*
*1102.1 Discrimination: sexual orientation*
*CODE OF REGULATIONS, TITLE 2*
*11021 Retaliation*
*11023 Sexual harassment training and education*
*CODE OF REGULATIONS, TITLE 5*
*4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance*
*UNITED STATES CODE, TITLE 42*
*2000d-2000d-7 Title VI, Civil Rights Act of 1964*
*2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended*
*2000h-2-2000h-6 Title IX, 1972 Education Act Amendments*
*CODE OF FEDERAL REGULATIONS, TITLE 34*
*106.9 Dissemination of policy*
*COURT DECISIONS*
*Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026*
*Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275*
*Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257*
*Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989*
*Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998*
*Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57*

# SEXUAL HARRASSMENT / 4119.11, 4219.11, 4319.11 AR

Book: Policies and Regulations

Section: 4000: Personnel
Status: Active

Adopted: February 2, 2017

**Definitions**

*Prohibited sexual harassment* includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 5 CCR 4916)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.

3. The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Regardless of whether or not the alleged harasser was motivated by sexual desire, the conduct is sufficiently severe, persistent, pervasive, or objectively offensive as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.

4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district.

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

**Training**

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

*(cf. 1312.3 - Uniform Complaint Procedures)*
*(cf. 4030 - Nondiscrimination in Employment)*
*(cf. 5145.7 - Sexual Harassment)*

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A *supervisory employee* is any employee with the authority to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or to effectively recommend such action.

The district's sexual harassment training and education program for supervisory employees shall include the provision of: (Government Code 12950.1; 2 CCR 11023)

1. Information and practical guidance regarding federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment

2. Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation

3. A component on the prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance

4. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received

5. All other contents of mandated training specified in 2 CCR 11023

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11023)

**Notifications**

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

# CAJON VALLEY UNION SCHOOL DISTRICT
## SCHOOL YEAR CALENDAR
## 2018- 2019

☎ School Offices Open to the Public: August 15, 2018
First Day of School for Students: August 22, 2018
Last Day of School for Students: June 20, 2019
■ = School in Session
M = Minimum Day for All Students
ME = Minimum Day for Elementary Students Only

Student Days - 180
Teacher Days - 186
Counselor Days - 191
Return/Last Day:
♦ Office Staff (221 days)
◊ Designated Office Staff (210 days)

● Principals Return
○ Assistant Principals Return/Last Day
✶ Counselors Return/Last Day
P - Teacher Prep Days - Certificated
PD - Prof. Development Day - Certificated
FPD - Floating Prof. Dev. Day - Certificated
MPD - PD: All Staff - Certificated/Classified

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**Elementary Reporting Periods**
End of Trimester: November 2, March 1, June 20
Progress Reports: November 6 -16, March 8
End of Year Report Card: June 20

**Middle School Reporting Periods**
End of Trimester: November 2, March 1, June 20
Progress Reports: November 9, March 8
End of Year Report Card: June 20

Minimum Days for All Students: Every Monday (except Holidays) and the Last School Day - June 20, 2019
Additionally, Elementary Students have Minimum Days during Parent Conferences: November 6 - 16

Board Approved: 12/14/17

**EMPLOYERS MUST PROVIDE THIS INFORMATION TO NEW WORKERS WHEN HIRED AND TO OTHER WORKERS WHO ASK FOR IT**

# RIGHTS OF VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING

## *Your Right to Take Time Off:*

- You have the right to take time off from work to get help to protect you and your children's health, safety or welfare. You can take time off to get a restraining order or other court order.
- If your company has 25 or more workers, you can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.
- You may use available vacation, personal leave, accrued paid sick leave or compensatory time off for your leave unless you are covered by a union agreement that says something different. Even if you don't have paid leave, you still have the right to time off.
- In general, you don't have to give your employer proof to use leave for these reasons.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note or similar document.

## *Your Right to Reasonable Accommodation:*

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

## *Your Right to Be Free from Retaliation and Discrimination:*

Your employer cannot treat you differently or fire you because:

- You are a victim of domestic violence, sexual assault, or stalking.
- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

***You can file a complaint with the Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.***

For more information, contact the California Labor Commissioner's Office. We can help you by phone at 213-897-6595, or you can find a local office on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. If you do not speak English, we will provide an interpreter in your language at no cost to you. This Notice explains rights contained in California Labor Code sections 230 and 230.1. Employers may use this Notice or one substantially similar in content and clarity.

PRIME
A Keenan Solution

CAJON VALLEY
UNION SCHOOL DISTRICT

# Important Information about Medical Care if you have a Work-Related Injury or Illness

**Complete Written Employee Notification regarding Medical Provider Network**
(Title 8, California Code of Regulations, Section 9767.12)

California law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer has chosen to provide this medical care by using a Workers' Compensation physician network called a Medical Provider Network (MPN). This MPN is administered by Harbor Health Systems.

This notification tells you what you need to know about the MPN program and describes your rights in choosing medical care for work-related injuries and illnesses.

- **What happens if I get injured at work?**

  **In case of an emergency, you should call 911 or go to the closest emergency room.**

  If you are injured at work, notify your employer as soon as possible. Your employer will provide you with a claim form. When you notify your employer that you have had a work-related injury, your employer or insurer will make an initial appointment with a doctor in the MPN.

- **What is an MPN?**

  A Medical Provider Network (MPN) is a group of health care providers (physicians and other medical providers) used by YOUR EMPLOYER to treat workers injured on the job. MPNs must allow employees to have a choice of provider(s). Each MPN must include a mix of doctors specializing in work-related injuries and doctors with expertise in general areas of medicine.

- **What MPN is used by my employer?**

  Your employer is using the PRIME Advantage MPN Powered by Harbor Health Systems MPN with the identification number 2358**.** You must refer to the MPN name and the MPN identification number whenever you have questions or requests about the MPN.

- **Who can I contact if I have questions about my MPN?**

  The MPN Contact listed in this notification will be able to answer your questions about the use of the MPN and will address any complaints regarding the MPN.

  The contact for your MPN is:

  Name: Harbor Health Systems MPN Contact
  Title: MPN Contact
  Address: P.O. Box 11779, Newport Beach, CA 92658-5041
  Telephone Number: (888) 626-1737
  Email address: MPNcontact@harborsys.com

  General information regarding the MPN can also be found at the following website: www.harborsys.com/Keenan

- **What if I need help finding and making an appointment with a doctor?**

  The MPN's Medical Access Assistant will help you find available MPN physicians of your choice and can assist you with scheduling and confirming physician appointments. The Medical Access Assistant is available to assist you Monday through Saturday from 7am-8pm (Pacific) and schedule medical appointments during doctors' normal business hours. Assistance is available in English and in Spanish.

The contact information for the Medical Access Assistant is:

Toll Free Telephone Number: (855) 521-7080
Fax Number: (703) 673-0181
Email Address: MPNMAA@harborsys.com

- **How do I find out which doctors are in my MPN?**

You can get a regional list of all MPN providers in your area by calling the MPN Contact or by going to our website at: www.harborsys.com/Keenan. At minimum, the regional list must include a list of all MPN providers within 15 miles of your workplace and/or residence or a list of all MPN providers within the county where you live and/or work. You may choose which list you wish to receive. You also have the right to obtain a list of all the MPN providers upon request.

You can access the roster of all treating physicians in the MPN by going to the website at www.harborsys.com/Keenan.

- **How do I choose a provider?**

Your employer or the insurer for your employer will arrange the initial medical evaluation with an MPN physician. After the first medical visit, you may continue to be treated by that doctor, or you may choose another doctor from the MPN. You may continue to choose doctors within the MPN for all of your medical care for this injury.

If appropriate, you may choose a specialist or ask your treating doctor for a referral to a specialist**.** Some specialists will only accept appointments with a referral from the treating doctor. Such specialist might be listed as “by referral only” in your MPN directory.

If you need help in finding a doctor or scheduling a medical appointment, you may call the Medical Access Assistant.

- **Can I change providers?**

Yes. You can change providers within the MPN for any reason, but the providers you choose should be appropriate to treat your injury. Contact the MPN Contact or your claims adjuster if you want to change your treating physician.

- **What standards does the MPN have to meet?**

The MPN has providers for the entire State of California.

The MPN must give you access to a regional list of providers that includes at least three physicians in each specialty commonly used to treat work injuries/illnesses in your industry. The MPN must provide access to primary treating physicians within 30 minutes or 15 miles and specialists within 60 minutes or 30 miles of where you work or live.

If you live in a rural area or an area where there is a health care shortage, there may be a different standard.

After you have notified your employer of your injury, the MPN must provide initial treatment within 3 business days. If treatment with a specialist has been authorized, the appointment with the specialist must be provided to you within 20 business days of your request.

If you have trouble getting an appointment with a provider in the MPN, contact the Medical Access Assistant.

If there are no MPN providers in the appropriate specialty available to treat your injury within the distance and timeframe requirements, then you will be allowed to seek the necessary treatment outside of the MPN.

- **What if there are no MPN providers where I am located?**

If you are a current employee living in a rural area or temporarily working or living outside the MPN service area, or you are a former employee permanently living outside the MPN service area, the MPN or your treating doctor will give you a list of at least three physicians who can treat you. The MPN may also allow you to choose your

own doctor outside of the MPN network. Contact your MPN Contact for assistance in finding a physician or for additional information.

- **What if I need a specialist that is not available in the MPN?**

  If you need to see a type of specialist that is not available in the MPN, you have the right to see a specialist outside of the MPN.

- **What if I disagree with my doctor about medical treatment?**

  If you disagree with your doctor or wish to change your doctor for any reason, you may choose another doctor within the MPN.

  If you disagree with either the diagnosis or treatment prescribed by your doctor, you may ask for a second opinion from another doctor within the MPN. If you want a second opinion, you must contact the MPN contact or your claims adjuster and tell them you want a second opinion. The MPN should give you at least a regional or full MPN provider list from which you can choose a second opinion doctor. To get a second opinion, you must choose a doctor from the MPN list and make an appointment within 60 days. You must tell the MPN Contact of your appointment date, and the MPN will send the doctor a copy of your medical records. You can request a copy of your medical records that will be sent to the doctor.

  If you do not make an appointment within 60 days of receiving the regional provider list, you will <u>not</u> be allowed to have a second or third opinion with regard to this disputed diagnosis or treatment of this treating physician.

  If the second opinion doctor feels that your injury is outside of the type of injury he or she normally treats, the doctor's office will notify your employer or insurer and you. You will get another list of MPN doctors or specialists so you can make another selection.

  If you disagree with the second opinion, you may ask for a third opinion. If you request a third opinion, you will go through the same process you went through for the second opinion.

  Remember that if you do not make an appointment within 60 days of obtaining another MPN provider list, then you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment of this treating physician.

  If you disagree with the third-opinion doctor, you may ask for an <u>MPN Independent Medical Review (IMR)</u>. Your employer or MPN Contact will give you information on requesting an Independent Medical Review and a form at the time you select a third-opinion physician.

  If either the second or third-opinion doctor or Independent Medical Reviewer agrees with your need for a treatment or test, you may be allowed to receive that medical service from a provider within the MPN, or if the MPN does not contain a physician who can provide the recommended treatment, you may choose a physician outside the MPN within a reasonable geographic area.

- **What if I am already being treated for a work-related injury before the MPN begins?**

  Your employer or insurer has a "*Transfer of Care"* policy which will determine if you can continue being temporarily treated for an existing work-related injury by a physician outside of the MPN before your care is transferred into the MPN.

  If your current doctor is not or does not become a member of the MPN, then you may be required to see a MPN physician. However, if you have properly predesignated a primary treating physician, you cannot be transferred into the MPN. (If you have questions about predesignation, ask your supervisor.)

  If your employer decides to transfer you into the MPN, you and your primary treating physician must receive a letter notifying you of the transfer.

  If you meet certain conditions, you may qualify to continue treating with a non-MPN physician for up to a year before you are transferred into the MPN. The qualifying conditions to postpone the transfer of your care into the MPN are set forth in the box below.

***Can I Continue Being Treated By My Doctor?***

You may qualify for continuing treatment with your non-MPN provider (through transfer of care or continuity of care) for up to a year if your injury or illness meets any of the following conditions:

- **(Acute)** The treatment for your injury or illness will be completed in less than 90 days;
- **(Serious or Chronic)** Your injury or illness is one that is serious and continues for at least 90 days without full cure or worsens and requires ongoing treatment. You may be allowed to be treated by your current treating doctor for up to one year, until a safe transfer of care can be made.
- **(Terminal)** You have an incurable illness or irreversible condition that is likely to cause death within one year or less.
- **(Pending Surgery)** You already have a surgery or other procedure that has been authorized by your employer or insurer that will occur within 180 days of the MPN effective date, or the termination of contract date between the MPN and your doctor.

You can disagree with your employer's decision to transfer your care into the MPN. If you don't want to be transferred into the MPN, ask your primary treating physician for a medical report on whether you have one of the four conditions stated above to qualify for a postponement of your transfer into the MPN.

Your primary treating physician has 20 days from the date of your request to give you a copy of his/her report on your condition. If your primary treating physician does not give you the report within 20 days of your request, the employer can transfer your care into the MPN and you will be required to use an MPN physician.

You will need to give a copy of the report to your employer if you wish to postpone the transfer of your care. If you or your employer disagrees with your doctor's report on your condition, you or your employer can dispute it. See the complete Transfer of Care policy for more details on the dispute resolution process.

For a copy of the Transfer of Care policy, in English or Spanish, ask your MPN Contact.

- **What if I am being treated by a MPN doctor who decides to leave the MPN?**

Your employer or insurer has a written "*Continuity of Care"* policy that will determine whether you can temporarily continue treatment for an existing work injury with your doctor if your doctor is no longer participating in the MPN.

If your employer decides that you do not qualify to continue your care with the non-MPN provider, you and your primary treating physician must receive a letter notifying you of this decision.

If you meet certain conditions, you may qualify to continue treating with this doctor for up to a year before you must choose a MPN physician. These conditions are set forth in the, ***"Can I Continue Being Treated By My Doctor?"*** box above.

You can disagree with your employer's decision to deny you Continuity of Care with the terminated MPN provider. If you want to continue treating with the terminated doctor, ask your primary treating physician for a medical report on whether you have one of the four conditions stated in the box above to see if you qualify to continue treating with your current doctor temporarily.

Your primary treating physician has 20 days from the date of your request to give you a copy of his/her medical report on your condition. If your primary treating physician does not give you the report within 20 days of your request, your employer's decision to deny you Continuity of Care with your doctor who is no longer participating in the MPN will apply, and you will be required to choose a MPN physician.

You will need to give a copy of the report to your employer if you wish to postpone the selection of an MPN doctor treatment. If you or your employer disagrees with your doctor's report on your condition, you or your employer can dispute it. See the complete Continuity of Care policy for more details on the dispute resolution process.

For a copy of the Continuity of Care policy, in English or Spanish, ask your MPN Contact.

- **What if I have questions or need help?**

  - **MPN Contact:** You may always contact the MPN Contact if you have questions about the use of the MPN and to address any complaints regarding the MPN.

  - **Medical Access Assistants:** You can contact the Medical Access Assistant if you need help finding MPN physicians and scheduling and confirming appointments.

  - **Division of Workers' Compensation (DWC):** If you have concerns, complaints or questions regarding the MPN, the notification process, or your medical treatment after a work-related injury or illness, you can call the DWC's Information and Assistance office at 1-800-736-7401. You can also go to the DWC's website at www.dir.ca.gov/dwc and click on "medical provider networks" for more information about MPNs.

  - **Independent Medical Review:** If you have questions about the MPN Independent Medical Review process contact the Division of Workers' Compensation's Medical Unit at:

    DWC Medical Unit
    P.O. Box 71010
    Oakland, CA 94612
    (510) 286-3700 or (800) 794-6900

**Keep this information in case you have a work-related injury or illness.**

**EMPLOYERS MUST PROVIDE THIS INFORMATION TO NEW WORKERS WHEN HIRED AND TO OTHER WORKERS WHO ASK FOR IT**

# RIGHTS OF VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING

## *Your Right to Take Time Off:*

- You have the right to take time off from work to get help to protect you and your children's health, safety or welfare. You can take time off to get a restraining order or other court order.
- If your company has 25 or more workers, you can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.
- You may use available vacation, personal leave, accrued paid sick leave or compensatory time off for your leave unless you are covered by a union agreement that says something different. Even if you don't have paid leave, you still have the right to time off.
- In general, you don't have to give your employer proof to use leave for these reasons.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note or similar document.

## *Your Right to Reasonable Accommodation:*

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

## *Your Right to Be Free from Retaliation and Discrimination:*

Your employer cannot treat you differently or fire you because:

- You are a victim of domestic violence, sexual assault, or stalking.
- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

***You can file a complaint with the Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.***

For more information, contact the California Labor Commissioner's Office. We can help you by phone at 213-897-6595, or you can find a local office on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. If you do not speak English, we will provide an interpreter in your language at no cost to you. This Notice explains rights contained in California Labor Code sections 230 and 230.1. Employers may use this Notice or one substantially similar in content and clarity.

# new hire pamphlet

## If a work injury occurs

California law guarantees certain benefits to employees who are injured or become ill because of their jobs.

Any job related injury or illness is covered. Types of injuries include, but may not be limited to, strains, sprains, cuts, cumulative or repetitive traumas, fractures, illnesses and aggravations. Some injuries from voluntary, off duty, recreational, social or athletic activity may not be covered. Check with your supervisor or Keenan & Associates if you have any questions.

All work related injuries must be reported to your supervisor immediately. Don't delay. There are time limits. If you wait too long, you may lose your right to benefits. Your employer is required to provide you a claim form within one working day after learning about your injury.

It is a misdemeanor for an employer to discriminate against workers who are injured on the job or who testify in another employee's case. Any such employee may be entitled to compensation, reinstatement and reimbursement for lost wages and benefits.

## Workers' compensation benefits include

**Medical Care** – All medical treatment, without a deductible or dollar limit. For dates of injury on or after 1/1/04 there is a limit of 24 chiropractic, 24 physical therapy and 24 occupational therapy visits. However this limit does not apply for post surgical treatments. Costs are paid directly by Keenan & Associates, through your employer's workers' compensation program, so you should never see a bill.

If emergency treatment is required go to the nearest emergency room or contact 911.

Keenan & Associates will arrange medical treatment, often by a specialist for the particular injury. Preferred Provider Networks may be utilized for physicians as well as medical care centers.

If you have health care coverage you are eligible to treatment with your personal physician or medical group should you become injured on the job. If you are eligible, **before you are injured**, you must notify your employer **in writing** and provide your employer **written** documentation from your personal physician or medical group that they agree to be predesignated. Your personal physician must be your regular primary care physician who previously directed your medical treatment, who retains your medical history and records. You may only predesignate your primary care physician if they are a family practitioner, general practitioner, board certified or board eligible internist, obstetrician-gynecologist, or pediatrician. Your personal physician may be a multispecialty medical group composed of licensed doctors or osteopathy providing medical services predominantly for non-occupational illness and injuries.

Your employer may be using a Medical Provider Network (MPN), which is a selected group of health care providers to provide treatment to workers injured on the job. If you have predesignated a personal physician prior to your work injury, then you may receive treatment from your predesignated doctor. If you have not predesignated and your employer is using and MPN, you are free to choose an appropriate provider from the MPN list after the first medical visit directed by your employer or Keenan & Associates. If you are treating with a non-MPN doctor for an existing injury, you may be required to change to a doctor within the MPN. For more information, see the MPN contact information on reverse side.

If your employer **does not** participate in a Medical Provider Network (MPN) you may be able to change your treating physician to your personal chiropractor or acupuncturist. Generally your employer, or Keenan, has the right to select your treating physician within the first 30 days after your employer knows of your injury or illness. After your employer, or Keenan, initiates treatment you may, upon request, have your treatment transferred to your personal chiropractor or acupuncturist. To be eligible you must notify your employer **in writing prior to being injured**. However, a chiropractor cannot be your treating physician after receiving 24 chiropractic office visit.

Your employer will provide you with a form to use an optional method to predesignate your personal physician.

Contact Keenan & Associates if you plan to change physicians at any time.

**Payment for Lost Wages** - If you're temporarily disabled by a job injury or illness, you'll receive tax-free income until your doctor says you are able to return to work. Payments are two-thirds of your average weekly pay, up to



Keenan & Associates

a maximum set by state law. Payments aren't made for the first three days unless you are hospitalized in an inpatient basis or unable to work more than 14 days.

If the injury or illness results in permanent disability, additional payments will be made after recovery. If the injury results in death, benefits will be paid to surviving, eligible dependents.

**Rehabilitation – For dates of injury on or after 1/1/04 -** you may be entitled to a ***Supplemental Job Displacement Voucher***, which entitles you to a voucher for educational training.

## MPN Information

Harbor Health Systems MPN Contact
(888) 626-1737
MPNcontact@harborsys.com

## How to obtain additional information

Contact your employer representative or Keenan & Associates if you have questions about workers' compensation benefits. You may also contact an Information and Assistance Officer at the State Division of Workers' Compensation. You can consult an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at 415-538-2120.

## Department of Workers' Compensation Information and Assistance Offices

You can get free information from a state Division of Workers' Compensation Information & Assistance Officer. The phone numbers are listed below. Hear recorded information by calling toll-free 800-736-7401 or visit www.dwc.ca.gov.

| | |
|---|---|
| Anaheim | 714-414-1804 |
| Bakersfield | 661-395-2514 |
| Eureka | 707-441-5723 |
| Fresno | 559-445-5355 |
| Goleta | 805-968-4158 |
| Long Beach | 562-590-5001 |
| Los Angeles | 213-576-7389 |
| Marina Del Rey | 310-482-3858 |
| Oakland | 510-622-2861 |
| Oxnard | 805-485-3528 |
| Pomona | 909-623-8568 |
| Redding | 530-225-2047 |
| Riverside | 951-782-4347 |
| Sacramento | 916-928-3158 |
| Salinas | 831-443-3058 |
| San Bernardino | 909-383-4522 |
| San Diego | 619-767-2082 |
| San Francisco | 415-703-5020 |
| San Jose | 408-277-1292 |
| San Luis Obispo | 805-596-4159 |
| Santa Ana | 714-558-4597 |
| Santa Rosa | 707-576-2452 |
| Stockton | 209-948-7980 |
| Van Nuys | 818-901-5367 |

## Keenan & Associates adjusting locations

**Torrance**
800-654-8102

**Eureka**
707-268-1616

**Pleasanton**
925-225-0611

**Rancho Cordova**
800-343-0694

**Redwood City**
650-306-0616

**Riverside**
800-654-8347

**San Jose**
800-334-6554

Anyone who knowingly files or assists in the filing of a false workers' compensation claim may be fined up to $150,000 and sent to prison for up to five years.
[Insurance Code Section 1871.4]



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