



## **NEW EMPLOYEE MANDATORY NOTICES**

**You are required to read all of the mandatory notices included in this booklet and agree to comply with all conditions. In addition, you must certify by initialing on the enclosed Employee Permanent Record that you have received, read, and agree to comply with the regulations specified in this document.**

**Revised: August 2019**

## NEW EMPLOYEE MANDATORY NOTICES

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**OATH OF ALLEGIANCE FOR BOARD MEMBERS AND PERSONS EMPLOYED BY  
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
COUNTY OF ORANGE, STATE OF CALIFORNIA**

State of California )  
County of Orange )

I [Employee Name] do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely, without any mental reservations of purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

**PENALTIES**

Sections 3108 and 3109 of the Government Code provides:

“3108. Every person who, while taking and subscribing to the oath of affirmation required by this chapter, states as true any material matter which he knows to be false, is guilty of perjury, and is punishable by imprisonment in the state prison not less than one nor more than fourteen years.”

“3109. Every person having taken and subscribed to the oath or affirmation required by this chapter, who, while in the employ of, or service with, the State, or any county, city, city and county, state agency, public district, or disaster council or emergency organization advocates or becomes a member of any party or organization, political or otherwise, that advocates the overthrow of the government of the United States by force or violence or other unlawful means, is guilty of a felony, and is punishable by imprisonment in the state prison.”

Ref: Chapter 8, Division 4. Title I of  
Government Code as amended

**Personnel****SEXUAL HARASSMENT**

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

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 employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable 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

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

**Sexual Harassment Reports and Complaints**

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title

IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

12940 Prohibited discrimination

12950 Sexual harassment; distribution of information

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training education

11034 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 42

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.82 Nondiscrimination on the basis of sex in employment in education programs or activities

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 026

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

Management Resources:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Promising Practices for Preventing Harassment, November 2017

WEB SITES California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov> Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>

Adopted: 05/16

Revised: 12/17

Revised: 03/21

## **PENAL CODE SECTION 11166 AND THE DISTRICT'S CHILD ABUSE REPORTING REQUIREMENTS**

Sections 11166 of the Penal Code (provided below) requires that any mandated reporter (which in our District includes all certificated and classified employees, substitute and temporary personnel and volunteers with student contact) who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment service whom he or she knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected instance of abuse or neglect to the Child Abuse Registry immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The identity of the mandated reporter will be kept confidential by the agency and you are immune from liability for filing a report unless it is proven you knowingly filed a false report or acted with reckless disregard of the truth or falsity of the report.

### **District Child Abuse Reporting procedures are listed below:**

1. When you suspect that abuse has occurred, call the Child Abuse Registry at (714) 940-1000 immediately or as soon as practicably possible.
2. You may discuss the incident with your principal, school psychologist or guidance specialist if you have any concerns or questions. Reporting the incident to a school official does not release you from the obligation to make the report yourself.
3. Within 36 hours after the telephone report, submit a completed Suspected Child Abuse Report to:  
Child Abuse Registry  
P.O. Box 14101  
Orange, CA 92613-1502  
Forms may be obtained at your school office or the District Office.
4. You may fax in the report using the Suspected Child Abuse Fax Report form (forms may be obtained at your school office or the District Office).
5. Send a photocopy of the report to the Director, Pupil Services, at the District Office through the District mail system.
6. If the Child Abuse Registry does not feel the offense is reportable, document in writing that you have called to make a report (with the date and name of the individual with whom you have spoken) and keep it on file for your own protection.

**Penal Code 11166.** (a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 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 an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written followup report 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.

(1) For 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. "Reasonable suspicion" does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect; any "reasonable suspicion" is sufficient. For purposes of this article, the pregnancy of a minor does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.

(2) The agency shall be notified and a report shall be prepared and sent, faxed, or electronically transmitted even if the child has expired, regardless of whether or not the possible abuse was a factor contributing to the death, and even if suspected child abuse was discovered during an autopsy.

(3) A report made by a mandated reporter pursuant to this section shall be known as a mandated report.

(b) If, after reasonable efforts, a mandated reporter is unable to submit an initial report by telephone, he or she shall immediately or as soon as is practicably possible, by fax or electronic transmission, make a one-time automated written report on the form prescribed by the Department of Justice, and shall also be available to respond to a telephone followup call by the agency with which he or she filed the report. A mandated reporter who files a one-time automated written report because he or she was unable to submit an initial report by telephone is not required to submit a written followup report.

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written followup report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the Child Welfare Services/Case Management System (CWS/CMS). The department shall work with stakeholders to modify reporting forms and the CWS/CMS as is necessary to accommodate the changes enacted by these provisions.

(2) This subdivision shall not become operative until the CWS/CMS is updated to capture the information prescribed in this subdivision.

(3) This subdivision shall become inoperative three years after this subdivision becomes operative or on January 1, 2009, whichever occurs first.

(4) On the operative date of these provisions, a report shall be submitted to the counties and the Legislature by the State Department of Social Services that reflects the data collected from automated one-time reports indicating the reasons stated as to why the automated one-time report was filed in lieu of the initial telephone report.

(5) Nothing in this section shall supersede the requirement that a mandated reporter first attempt to make a report via telephone, or that agencies specified in Section 11165.9 accept reports from mandated reporters and other persons as required.

(c) A mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by this section is guilty of a

misdeemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both that imprisonment and fine. If a mandated reporter intentionally conceals his or her failure to report an incident known by the mandated reporter to be abuse or severe neglect under this section, the failure to report is a continuing offense until an agency specified in Section 11165.9 discovers the offense.

(d) (1) A clergy member who acquires knowledge or a reasonable suspicion of child abuse or neglect during a penitential communication is not subject to subdivision (a). For the purposes of this subdivision, "penitential communication" means a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of his or her church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of his or her church, denomination, or organization, has a duty to keep those communications secret.

(2) Nothing in this subdivision shall be construed to modify or limit a clergy member's duty to report known or suspected child abuse or neglect when the clergy member is acting in some other capacity that would otherwise make the clergy member a mandated reporter.

(3) (A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in his or her professional capacity or within the scope of his or her employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse and that the clergy member or any custodian of records for the clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.

(B) This paragraph shall apply even if the victim of the known or suspected abuse has reached the age of majority by the time the required report is made.

(C) The local law enforcement agency shall have jurisdiction to investigate any report of child abuse made pursuant to this paragraph even if the report is made after the victim has reached the age of majority.

(e) (1) A commercial film, photographic print, or image processor who has knowledge of or observes, within the scope of his or her professional capacity or employment, any film, photograph, videotape, negative, slide, or any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image depicting a child under 16 years of age engaged in an act of sexual conduct, shall, immediately or as soon as practicably possible, telephonically report the instance of suspected abuse to the law enforcement agency located in the county in which the images are seen. Within 36 hours of receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a copy of the image or material attached.

(2) A commercial computer technician who has knowledge of or observes, within the scope of his or her professional capacity or employment, any representation of information, data, or an image, including, but not limited to, any computer hardware, computer software, computer file, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image that is retrievable in perceivable form and that is intentionally saved, transmitted, or organized on an electronic medium, depicting a child under 16 years of age engaged in an act of sexual conduct, shall immediately, or as soon as practicably possible, telephonically report the instance of suspected abuse to the law enforcement agency located in the county in which the images or materials are seen. As soon as practicably possible after receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a brief description of the images or materials.

(3) For purposes of this article, "commercial computer technician" includes an employee designated by an employer to receive reports pursuant to an established reporting process authorized by subparagraph (B) of paragraph (43) of subdivision (a) of Section 11165.7.

(4) As used in this subdivision, "electronic medium" includes, but is not limited to, a recording, CD-ROM, magnetic disk memory, magnetic tape memory, CD, DVD, thumbdrive, or any other computer hardware or media.

(5) As used in this subdivision, "sexual conduct" means any of the following:

(A) Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex or between humans and animals.

(B) Penetration of the vagina or rectum by any object.

(C) Masturbation for the purpose of sexual stimulation of the viewer.

(D) Sodomasochistic abuse for the purpose of sexual stimulation of the viewer.

(E) Exhibition of the genitals, pubic, or rectal areas of a person for the purpose of sexual stimulation of the viewer.

(f) Any mandated reporter who knows or reasonably suspects that the home or institution in which a child resides is unsuitable for the child because of abuse or neglect of the child shall bring the condition to the attention of the agency to which, and at the same time as, he or she makes a report of the abuse or neglect pursuant to subdivision (a).

(g) Any other person who has knowledge of or observes a child whom he or she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9. For purposes of this section, "any other person" includes a mandated reporter who acts in his or her private capacity and not in his or her professional capacity or within the scope of his or her employment.

(h) When two or more persons, who are required to report, jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

(i) (1) The reporting duties under this section are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for making the report. However, internal procedures to facilitate reporting and apprise supervisors and administrators of reports may be established provided that they are not inconsistent with this article.

(2) The internal procedures shall not require any employee required to make reports pursuant to this article to disclose his or her identity to the employer.

(3) Reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to an agency specified in Section 11165.9.

(j) (1) A county probation or welfare department shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within subdivision (b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child that relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(2) A county probation or welfare department shall immediately, and in no case in more than 24 hours, report to the law enforcement agency having jurisdiction over the case after receiving information that a child or youth who is receiving child welfare services has been identified as the victim of commercial sexual exploitation, as defined in subdivision (d) of Section 11165.1.

(3) When a child or youth who is receiving child welfare services and who is reasonably believed to be the victim of, or is at risk of being the victim of, commercial sexual exploitation, as defined in Section 11165.1, is missing or has been abducted, the county probation or welfare department shall immediately, or in no case later than 24 hours from receipt of the information, report the incident to the appropriate law enforcement authority for entry into the National Crime Information Center database of the Federal Bureau of Investigation and to the National Center for Missing and Exploited Children.

(k) A law enforcement agency shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or suspected instance of child abuse or neglect reported to it which is alleged to have occurred as a result of the action of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

*(Amended by Stats. 2015, Ch. 425, Sec. 4. Effective January 1, 2016.)*

Ref: PC 11166, BP 4112.9, E4112.9

## **SECTION 504 OF THE REHABILITATION ACT OF 1973**

“No qualified handicapped disabled person shall, on the basis of handicap disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.” Title 34 Code of Federal Regulations Part 104.3

### **DEFINITIONS**

#### **INDIVIDUAL WITH DISABILITIES**

- (J)... “any person who
- (i) has a physical or mental impairment which substantially limits one or more of such person’s major life-activities,
  - (ii) has a record of such impairment, or
  - (iii) is regarded as having such an impairment.”

#### **PHYSICAL OR MENTAL IMPAIRMENT**

- ...(A) any physiological disorder or condition, cosmetic disfigurements, or anatomical loss affecting one or more of the following body systems; neurological; musculoskeletal; special sense organs; respiratory; including speech organs, cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or,
- (B) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.”

#### **MAJOR LIFE ACTIVITIES**

“...functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.”

#### **HAS A RECORD OF SUCH AN IMPAIRMENT**

“...has a history of, or has been classified as having, a mental or physical impairment that substantially limits one or more major life activities.”

#### **IS REGARDED AS HAVING AN IMPAIRMENT**

- “...(A) has a physical or mental impairment that does not substantially limit major life activities, but that is treated by a recipient as constituting such a limitation.”
- “(B) has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others toward such impairment; or,”
- “(C) has none of the impairments defined, but is treated by a recipient as having such an impairment.”



## **SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**

### **ACCEPTABLE USE POLICY**

#### **RULES AND REGULATIONS FOR EMPLOYEE, CONTRACTOR, AND GUEST USE OF DISTRICT TECHNOLOGY AND COMPUTER RESOURCES**

The Saddleback Valley Unified School District (“District”) recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supporting District and school operations, and improving access to and exchange of information. (As used herein, “Technology Resources” means all computer and information technology hardware, software, data and other resources owned, operated, or leased by District including, but not limited to, computers, “Portable Electronic Devices,” workstations, software, cabling, switchers, routers, servers, peripherals, networks, accounts, passwords, ID numbers, information systems, cloud-based services, any and all data, equipment, or electronic devices, and the applications they support for all instructional, business and District needs. “Portable Electronic Devices” means any non-stationary electronic apparatus with singular or multiple capabilities of recording, storing, processing, and/or transmitting data, video/photo images, and/or voice emanations. This generally includes, but is not limited to laptops, netbooks, thin clients, handheld computers, tablets, smartphones, smart devices, telephones, cellular telephones, pagers, wearable technology, emergency radios, Media Players, memory sticks, and any other device with any wireless and/or computing capabilities or future technological innovation.)

District Technology Resources are tools to promote educational excellence, innovation, and communication for staff and students. As such, employees, contractors, and guests are to use District Technology Resources responsibly and in support of the mission and goals of District and its schools.

This Acceptable Use Agreement (“AUA”) applies to all District employee, contractor, volunteer, and guest users of District Technology Resources, whether such resources are accessed on District property or remotely, and sets forth the rules and regulations that all users must follow. Each user of District’s Technology Resources agrees to the rules and regulations established herein. It is the responsibility of every user to know and adhere to the rules and regulations set forth in AUA and to sign this AUA.

District, and not users, owns all its Technology Resources and associated accounts and grants users the privilege of using such Technology Resources. As a condition of maintaining the privilege of using District Technology Resources, each user will be held responsible for his or her own actions which affect such resources. A user who violates this AUA will be subject to revocation or suspension of the privilege of using District Technology Resources and may be subject to appropriate discipline, up to and including dismissal, and/or applicable criminal penalties.

## **SECTION 1**

### **PROTECTION FROM INAPPROPRIATE CONTENT**

District makes every effort to scan, log, and monitor all District email exchanged on District Technology Resources for spam, viruses, and offensive or unlawful content. To do so, District complies with or exceeds State and federal content filtering guidelines, requires employees to supervise and monitor students when using Technology Resources, and directs users to accept personal responsibility for appropriate use of District Technology Resources. However, District cannot assure security for users of District Technology Resources.

## **SECTION 2**

### **PRIVACY AND DISCLOSURES**

2.1 **No Expectation of Privacy:** Users have no right to privacy in the use of District Technology Resources. In addition, users are hereby put on notice as to the lack of privacy afforded by electronic data storage and electronic mail in general, and must apply appropriate security to protect confidential information from unintended disclosure. Electronic data including, but not limited to electronic files, email, text messages, images, voice mail, and message broadcasting which is transmitted through on premise, leased, or cloud-based District Technology Resources may be monitored and logged, and is more analogous to an open postcard than to a letter in a sealed envelope. Under such conditions, the transfer of information which is intended to be confidential should not be sent through District Technology Resources.

2.2 District reserves the right to monitor and access information contained on its Technology Resources under various circumstances including, but not limited to, the following:

2.2.1 Under the California Public Records Act (“CPRA”), electronic files are treated in the same way as paper files. Public documents are subject to inspection through the CPRA. In responding to a request for information under the CPRA, District may access and provide such data without the knowledge or consent of the user.

2.2.2 District will cooperate with any local, state, or federal officials investigating an alleged crime committed by any person who accesses District Technology Resources, and may release information to such officials without the knowledge or consent of the user.

2.2.3 The contents of electronic communications and data accessible through District’s Technology Resources are subject to monitoring and may be viewed by a system administrator or designee at any time, in the course of routine maintenance, or as needed for District administrative purposes including, but not limited to, investigation of possible violations of the law, this Agreement, or other District policies or regulations, or as required by the law.

2.2.4 Electronic mail systems store messages in files. These files are archived for one year. The contents of these files and the copies on system backup tapes are subject to disclosure as stated in the preceding paragraphs. Employees and contractors have no expectation of privacy when using the District email system. District retains copies of email passwords and the existence of such passwords does not assure the confidentiality of communications.

2.3 Employees shall not use District Technology Resources to transmit confidential information about students, employees, or district operations without authority. Education Code section 49076 prohibits the release of any information related to a pupil without specific written consent of the parent or guardian, unless a specifically enumerated exception under the law applies.

### **SECTION 3**

#### **SCOPE OF USE**

3.1 In accordance with District Board Policy 4040, incorporated in this AUA by reference, District Technology Resources are to be used for District-related business, instruction, learning, and administrative activities. Use of District Technology Resources and any Portable Electronic Devices must not interfere with the educational environment or with employee or contractor job duties or responsibilities.

3.2 Network accounts are to be used only by the authorized user of the account for District-authorized purposes.

3.3 Acceptable Use: In general, acceptable uses of District Technology Resources include, but are not limited to, the following:

3.3.1 Uses with an instructional or educational purpose.

3.3.2 Administrative uses.

3.4 Unacceptable Use of District Technology Resources includes use of District Computer Resources for purposes other than those identified in Sections 3.1 through 3.3 above and/or any use constituting “Unacceptable conduct” under District Administrative Regulation 4040, incorporated herein by reference. In general, unacceptable uses of District Technology Resources include, but are not limited to, the following:

3.4.1 Displaying, viewing, downloading, sending or otherwise accessing material that is obscene, disruptive, pornographic, sexually explicit, or harmful to minors. (“Obscene” or “obscenity” means words, images, video, or sounds which a reasonable person, applying contemporary community standards, when considering the contents as a whole, would conclude that they appeal to prurient sexual/physical interests or violently subordinating behavior rather than an intellectual or communicative purpose, and materials that, taken as a whole regarding their content and their particular usage or application, lack any

redeeming literary, scientific, political, artistic or social value.) The District will utilize Internet filtering and/or blocking measures to attempt to prevent user access to such materials, unless access to such materials is authorized under District Board Policy 4040 for bona fide research or other lawful purpose.

3.4.2 Using District Technology Resources in any harmful or unlawful manner including, but not limited to, threatening harm to another person, procuring or distributing obscene material in any form, or unlawfully harassing another person. (“Harassing” or “harass” means to engage in a knowing and willful course of conduct directed at another person which seriously alarms, annoys or harasses another person, and which serves no legitimate purpose. In addition, “Harassment” also means subjecting another person to unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature as set forth in California Education Code section 212.5.)

3.4.3 Using District Technology Resources for personal purposes, except in an emergency, and/or using personally owned Portable Electronic Devices to engage in personal business or communications, except during scheduled work breaks and in accordance with Section 3.1.

3.4.4 Downloading entertainment software, music, videos or other files not related to the mission and objectives of the District. This prohibition pertains to freeware, shareware, copyrighted commercial and noncommercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the District.

3.4.5 Physically or electronically destroying or damaging equipment, software, or data belonging to District or others.

3.4.6 Disrupting or engaging in unauthorized use of District accounts, access codes, or ID numbers.

3.4.7 Using District Technology Resources in ways which intentionally or unintentionally impede the computing activities of others. Such activities include, but are not limited to: disrupting another person’s use of Technology Resources by game playing, streaming content unrelated to instructional or administrative needs, sending an excessive number of messages or email, making or printing excessive copies of documents, files, data, or programs, negligently introducing computer viruses or any type of malware onto District Technology Resources, impersonating any person or entity, or using a false or unauthorized name.

3.4.8 Using District Technology Resources to violate copyrights, trademarks, and/or license agreements. Installing software on multiple devices requires that a license be provisioned to each device or otherwise stated in the license agreement. Downloading, copying, otherwise duplicating, displaying, and/or distributing copyrighted materials without the specific written permission of the copyright owner is prohibited, except when duplication, display and/or distribution of materials has an educational purpose and would fall within the Fair Use Doctrine or another exception to the United States Copyright Law.

3.4.9 Using District Technology Resources to violate another person's privacy including, but not limited to, obtaining, accessing, distributing, or using another user's account, ID number, password, electronic files, data, email, or confidential personal information.

3.4.10 Using District Technology Resources in a manner violating District policies, regulations, or standards of conduct, the California Education Code, or the federal Family Educational Rights and Privacy Act ("FERPA"). All school and District rules and standards of conduct apply while using District Technology Resources.

3.4.11 Transmitting any advertising or promotional materials or engaging in commercial activity which is unrelated to District business including, but not limited to, buying, selling, advertising, or viewing property or services posted on websites such as eBay, Craigslist, Amazon, or any other commercial websites.

3.4.12 Copying system files, software, utilities and applications that expressly belong to District without authorization from the Technology Services Department and in accordance with applicable licensing agreements.

3.4.13 Downloading or uploading confidential student or employee information without authorization, or the unauthorized transfer or download of District files, images, or records onto Portable Electronic Devices or outside locations, services, or systems.

3.4.14 Using personally owned equipment or Portable Electronic Devices with District Technology Resources without written authorization from Technology Services and/or without virus protection software meeting District standards.

3.4.15 Using District Technology Resources or sending or storing messages and/or materials with the intent to defraud, harass, bully, intimidate, defame, threaten, unlawfully discriminate, or otherwise violate this AUA.

3.4.16 Inappropriate mass mailing, "spamming," or "mail bombing." Mass mailings directed to "All District Employees" or to any large subgroup of District employees must be approved by the sender's immediate supervisor.

3.4.17 Disabling, tampering with, hacking or trying to break into any software protections or restrictions placed on computer applications or files. This includes the malicious use of District Technology Resources to develop or use programs that infiltrate any computer or computing system and/or damage the software components or a computer or computing system.

3.4.18 Knowingly or carelessly introducing any invasive or destructive programs (e.g., spyware, viruses or malware) into District Technology Resources.

3.4.19 Attempting to circumvent local or network system security measures.

3.4.20 Installing unlicensed or unauthorized software on District computers or network systems and/or using such programs. Advance authorization must be sought from the Technology Services Department before any software is installed.

3.4.21 Ignoring or disobeying policies and procedures established for specific computer labs, network systems, and any District Technology Resources.

3.4.22 Using District Technology Resources for political or union lobbying or advocacy. However, email distribution lists may be used by associations and unions to announce meetings and post minutes.

3.4.23 Using District Technology Resources to communicate with students in violation of District expectations regarding appropriate professional boundaries.

3.4.24 Using District Technology Resources to advertise businesses, products, or services unrelated to District operations.

## **SECTION 4**

### **PROFESSIONAL SOCIAL MEDIA**

4.1 **Definitions.** Social Media means any online platform for content creation, collaboration, interaction, and active participation, including, but not limited to, social networking sites such as Facebook, Twitter, Instagram, LinkedIn, Pinterest, Google Plus, Tumblr, Vine, Reddit, YouTube or blogs. Official district social media platform is a site authorized by the Superintendent or designee.

4.2 **Authorization for Official District Social Media Platforms.** School site administrators shall obtain approval from the District designee prior to establishing a social media presence for a school site.

4.3 **Guidelines for Content.** Official district social media platforms shall provide current information regarding district programs, activities, and operations, consistent with the goals and purposes of this policy and regulation.

4.4 **Social Media Guidelines.** Official district social media platforms shall contain content that is appropriate for all audiences and should be regularly updated.

4.5 **Acceptable School/Teachers.** Acceptable social media platforms are Google, Microsoft and Haiku.

4.6 **Submitted to Principal.** If a teacher would like to use a social media platform that is not listed in Section 4.5, the teacher must receive approval from the principal prior to beginning the use of the social media platform.

4.7 **Monitoring.** Employees monitoring the official district social media platform shall ensure that copyright laws are not violated in the use of material on official district social media platforms.

4.8 **Disclaimer.** Although care has been taken to ensure the accuracy, completeness, and reliability of the information provided, SVUSD assumes no responsibility therefore. The user of the information agrees that the information is subject to change without notice. SVUSD assumes no responsibility for the consequences of use of such information, nor for any infringement of third party intellectual property rights which may result from its use.

## **SECTION 5**

### **DISTRICT LOGOS, TRADEMARKS, AND INTELLECTUAL PROPERTY**

The logos and trademarks of the District and its schools may be used only on official District or school Internet sites or publications and in electronic messaging delivered through the District, leased or cloud-based messaging systems by current employees. Any other use of a District or school logo or trademark is prohibited unless prior written permission is obtained from the Assistant to the Superintendent. Nothing in this AUA regarding the use of District or school logos or trademarks prohibits employees from using the District's name or logo in engaging in otherwise lawful employee concerted activity.

## **SECTION 6**

### **DUTY TO EDUCATE PUPILS ON THE RESPONSIBLE USE OF TECHNOLOGY**

6.1 Employees with instructional duties who engage students in lessons involving District Technology Resources should educate pupils regarding digital citizenship, including, but not limited to: (1) The appropriate and ethical use of information technology for learning; (2) Internet safety; (3) Avoiding plagiarism; (4) Avoiding infringement of copyrights; (5) The potential consequences for engaging in illegal peer-to-peer network file sharing, including civil damages and criminal penalties; and (6) Password safety.

6.2 An employee shall supervise and monitor student use of District Technology Resources while students are under that employee's supervision.

6.3 If a District teacher suspects a student is engaging in inappropriate behavior while using District Technology Resources, the teacher shall promptly report the behavior to site administration for further investigation.

## **SECTION 7**

### **GOOGLE/MICROSOFT OFFICE 365 APPLICATIONS POLICY**

Google Applications ("Google Apps") and Microsoft Office 365 are cloud-based services provided by Google Inc.® and Microsoft® that allow users to communicate and collaborate effectively. Employees may use features such as "Calendaring" to enter school assignments and activities and "Storage" to store and access individual or shared documents or files online. "E-mail" may also be used for internal communication with students. Collaboration tools such as

GooglePlus Google Chat, Hangouts, Skype, SharePoint, or Yammer may be used for staff development and instructional purposes.

These free cloud-based resources are available to employees at work and at home online with some tools available for offline use. These resources are intended for instructional use and to foster staff organization, preparation, and collaboration.

District has a registered Google® and Microsoft® domain and staff is monitored when using these resources.

The District administrator or his/her designee may regulate employee activities under the guidelines of this AUA. Employees must be authorized through the Human Resources hiring process to access the District Google® and Microsoft® services. Employee use of these services will be in support of and consistent with District educational goals.

## **SECTION 8**

### **RESPONSIBILITIES**

8.1 Users shall use only their own designated computer and network accounts. Users are required to keep all user ID's, passwords, and account information confidential, and shall take reasonable precautions to prevent others from obtaining this information. Users shall be responsible for all inappropriate activity conducted under their accounts or user ID's. When requested, absent employees are responsible for providing access, account login information, and passwords to a supervisor or the Technology Services Department. In all other circumstances, users shall not allow others to use their accounts. Accounts are not transferable.

8.2 Any user, upon learning of an actual or potential unacceptable use or a compromise (a breach, unauthorized access, or suspected unauthorized changes, deletions, additions, or viewing) involving Online Student Testing Systems, and the District's Technology Resources, including on the District's Enterprise Data Systems such as the Aeries Student Information System, Illuminate Data System, Financial System, Payroll System, Human Resources System, E-mail System, Active Directory, or any other on premise, leased or cloud-based system regularly used in District operations, shall immediately notify his or her supervisor who shall notify the appropriate Associate Superintendent and the Chief Technology Officer to initiate a prompt investigation.

8.3 Users are personally responsible for using software and electronic materials in accordance with copyright and licensing restrictions. The unauthorized copying of software that has not been placed in the public domain, or in violation of applicable licensing agreements, is expressly prohibited by this AUA.

8.4 While every effort is made to log and monitor all web or email traffic for inappropriate or offensive content, users should immediately notify their supervisor or the Chief Technology Officer if they access or receive any materials through the District's Technology Resources which are unlawful or offensive to them or which may be offensive to others.

8.5 If a user has a legitimate and job-related need to access material otherwise prohibited by the Agreement or which cannot be accessed because of restrictions placed on the material by an



Internet blocking or filtering measure, such user should submit a written request to their immediate supervisor and the Chief Technology Officer or designee requesting permission to access specific sites for the purpose of completing such job-related tasks or research.

## **SECTION 9**

### **ACKNOWLEDGE AND AGREEMENT**

9.1 All current employees, contractors and guests will be required to acknowledge and agree to the Acceptable Use Policy by signing an electronic agreement through the District website.

9.2 All new employees will acknowledge and agree with the Acceptable Use Policy through the pre-employment process by signing the Employee Permanent Record Form.

Revised: 12/15



TO: All Benefited Employees and Retirees

FROM: Connie Cavanaugh  
Assistant Superintendent, Human Resources & Fiscal Services

DATE: July 1, 2019

RE: <b>NOTICE OF PRIVACY PRACTICES</b>
--

The Health Insurance Portability and Accountability Act (HIPAA) established standards for the privacy of individually identifiable health information provided by health plans, health care providers and health care clearinghouses.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review this notice carefully. If you have any questions about this notice, please contact the SVUSD Benefits Department at (949) 580-3424.

#### **Who Will Follow This Notice**

This notice describes the medical information practices of the Saddleback Valley Unified School District Employee Health Plan (the "Plan") and that of any third party that assists in the administration of Plan claims.

#### **Our Pledge Regarding Medical Information**

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of the health care claims reimbursed under the Plan for Plan administration purposes. This notice applies to all of the medical records we maintain. Your personal doctor or health care provider may have different policies or notices regarding the doctor's use and disclosure of your medical information created in the doctor's office or clinic.

This notice will tell you about the ways in which we may use and disclose medical information about you. It also describes our obligations and your rights regarding the use and disclosure of medical information.

We are required by law to:

- make sure that medical information that identifies you is kept private;
- give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- follow the terms of the notice that is currently in effect.

#### **How We May Use and Disclose Medical Information About You**

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

**For Treatment:** We may use or disclose medical information about you to facilitate medical treatment or services by providers. We may disclose medical information about you to providers, including doctors, nurses, technicians, medical students, or other hospital personnel who are involved in taking care of you. For example, we might disclose information about your prior prescriptions to a pharmacist to determine if a pending prescription is contraindicated with prior prescriptions.

**For Payment:** We may use and disclose medical information about you to determine eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate Plan coverage. For example, we may tell your health care provider about your medical history to determine whether a particular treatment is experimental, investigational, or medically necessary or to determine whether the Plan will cover the treatment. We may also share medical information with a utilization review or pre-certification service provider. Likewise, we may share medical information with another entity to assist with the adjudication or subrogation of health claims or to another health plan to coordinate benefit payments.

**For Health Care Operations:** We may use and disclose medical information about you for other Plan operations. These uses and disclosures are necessary to run the Plan. For example, we may use medical information in connection with: conducting quality assessment and improvement activities; underwriting, premium rating, and other activities relating to Plan coverage; submitting claims for stop-loss (or excess loss) coverage; conducting or arranging for medical review, legal services, audit services, and fraud and abuse detection programs; business planning and development such as cost management; and business management and general Plan administrative activities.

**As Required By Law:** We will disclose medical information about you when required to do so by federal, state or local law. For example, we may disclose medical information when required by a court order in a litigation proceeding such as a malpractice action.

**To Avert a Serious Threat to Health or Safety:** We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. For example, we may disclose medical information about you in a proceeding regarding the licensure of a physician.

### Special Situations

**Disclosure to Health Plan Sponsor:** Information may be disclosed to another health plan maintained by the Saddleback Valley Unified School District Employee Health Plan for purposes of facilitating claims payments under that plan. In addition, medical information may be disclosed to Saddleback Valley Unified School District Employee Health Plan personnel solely for purposes of administering benefits under the Plan.

**Organ and Tissue Donation:** If you are an organ donor, we may release medical information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

**Military and Veterans:** If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

**Workers' Compensation:** We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

**Public Health Risks:** We may disclose medical information about you for public health activities. These activities generally include the following:

- to prevent or control disease, injury or disability;
- to report births and deaths;
- to report child abuse or neglect;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

**Health Oversight Activities:** We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

**Lawsuits and Disputes:** If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

**Law Enforcement:** We may release medical information if asked to do so by a law enforcement official:

- in response to a court order, subpoena, warrant, summons or similar process; to identify or locate a suspect, fugitive, material witness, or missing person;
- about the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- about a death we believe may be the result of criminal conduct;
- about criminal conduct at the hospital; and
- in emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

**Coroners, Medical Examiners and Funeral Directors:** We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients of the hospital to funeral directors as necessary to carry out their duties.

**National Security and Intelligence Activities:** We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**Inmates:** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary for the institution to provide you with health care; to protect your health and safety or the health and safety of others; or for the safety and security of the correctional institution.

### **Your Rights Regarding Medical Information About You**

You have the following rights regarding medical information we maintain about you:

**Right to Inspect and Copy:** You have the right to inspect and copy medical information that may be used to make decisions about your Plan benefits. To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to the SVUSD Benefits Department. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request. We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed.

**Right to Amend:** If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Plan. To request an amendment, your request must be made in writing and submitted to SVUSD Benefits Department. In addition, you must provide a reason that supports your request. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- is not part of the medical information kept by or for the Plan;
- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the information which you would be permitted to inspect and copy; or
- is accurate and complete.

**Right to an Accounting of Disclosures:** You have the right to request an "accounting of disclosures" where such disclosure was made for any purpose other than treatment, payment, or health care operations.

To request this list or accounting of disclosures, you must submit your request in writing to the SVUSD Benefits Department. Your request must state a time period which may not be longer than six years and may not include dates before April, 2003. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12 month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

**Right to Request Restrictions:** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had. We are not required to agree to your request.

To request restrictions, you must make your request in writing to the SVUSD Benefits Department. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

**Right to Request Confidential Communications:** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to the SVUSD Benefits Department. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

**Right to a Paper Copy of This Notice:** You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice at our website, [www.svUSD.k12.ca.us](http://www.svUSD.k12.ca.us). You may also obtain a paper copy of this notice from the SVUSD Benefits Office.

### Changes to This Notice

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice on the Plan website, [www.svUSD.k12.ca.us](http://www.svUSD.k12.ca.us). The notice will contain on the first page, in the top right-hand corner, the effective date.

### Complaints

If you believe your privacy rights have been violated, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, you must do so in writing. Send your written complaint to the SVUSD Benefits Department.

### Other Uses of Medical Information

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

### Where to Submit Written Requests

SVUSD Benefits Office  
25631 Peter A. Hartman Way  
Mission Viejo, CA 92691

# Saddleback Valley Unified School District

## INITIAL NOTICE FOR EMPLOYEES WITH DISTRICT HEALTH BENEFITS ONLY

### (Important Information for New Employees About Your COBRA Rights)

**INTRODUCTION** - You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator

**Plan Administrator for the Saddleback Valley USD Group Health Plan is  
Blue Shield of CA, P.O. Box 272540, Chico, CA 95927 – Telephone 800-443-5005**

**COBRA continuation coverage for the Plan is administered by the  
SVUSD, 25631 Peter A. Hartman Way, Mission Viejo – Telephone 949-580-3424 – [www.svUSD.k12.ca.us](http://www.svUSD.k12.ca.us)**

**You may have other options available to you when you lose group health coverage.** For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

**COBRA CONTINUATION COVERAGE** – COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage [choose and enter appropriate information: must pay or aren't required to pay] for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child"

### ***When is COBRA continuation coverage available?***

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events: • The end of employment or reduction of hours of employment; • Death of the employee; • The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator in writing (see box above) within 60 days after the Qualifying Event occurs. Failure to provide this notice within the 60 days means that you may not be offered COBRA continuation coverage.**

### ***How is COBRA continuation coverage provided?***

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

#### ***Disability extension of 18-month period of COBRA continuation coverage***

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. You must provide this notice to Employee Benefits Systems, 214 N. Main Street, PO Box 1053, Burlington, IA, 52601.

#### ***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### ***Are there other coverage options besides COBRA Continuation Coverage?***

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

### ***If you have questions***

Questions concerning your Plan or your COBRA continuation coverage rights you should contact SVUSD, 25631 Peter A. Hartman Way, Mission Viejo, CA 92691, Fax 949-454-0384, Telephone 949-580-3424. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

### ***Keep your Plan informed of address changes***

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## **DRUG AND ALCOHOL-FREE WORKPLACE**

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, it is the policy of the Saddleback Valley Unified School District to continue to provide a drug and alcohol-free workplace.

No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in 21 USC 81 at any school district workplace. These prohibitions apply before, during and after school hours. A school district workplace is any place where school district work is performed, any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.

As a condition of continued employment with the District, employees must comply with the District's policy on drug and alcohol-free workplace. Any violation of this prohibition or criminal conviction under the Drug and Alcohol-Free Workplace Act by an employee of the Saddleback Valley Unified School District may result in (1) requiring satisfactory participation in a drug abuse assistance or rehabilitation program; or (2) disciplinary action up to and including termination pursuant to the provisions of the Education Code or other applicable State or Federal law. Any employee charged with involvement in sale, use or exchange to minors of certain controlled substances or charged with certain controlled substance offenses will immediately be placed on compulsory leave of absence. Any employee convicted of any criminal drug or alcohol statute violation occurring in the workplace must notify the supervisor of this conviction in writing no later than five (5) days after such conviction.

It is the policy of the Saddleback Valley Unified School District to provide written notification to all employees and employment applicants of the requirements of the Drug and Alcohol-Free Workplace Act. The Assistant Superintendent, Human Resources & Fiscal Services shall be responsible for monitoring compliance with the Drug-Free Workplace Act of 1988 and notification of its requirements to employees and employment applicants. Drug counseling, rehabilitation, or employee assistance programs are available locally. Contact Human Resources Services for more information.

Ref: BP 4020, Public Law 100-690, Title V,  
Subtitle D, E4020  
Federal Drug-Free Workplace Act (41 USC 701-707)



## **TOBACCO-FREE WORKPLACE**

### **TOBACCO-FREE SCHOOLS/SMOKING**

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking, chewing and the breathing of second-hand smoke. As required by law, the District provides instructional programs designed to discourage students from using tobacco products. District employees are expected to assist students in developing good health practices that are consistent with these instructional programs.

In the best interest of students, employees and the general public, the Governing Board therefore prohibits the use of tobacco products at all times on District property and in District vehicles. This prohibition applies to all employees, students, visitors and other persons at any school or school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased or rented by or from the District. All employees are required to abide by this policy as a condition of employment. All individuals on District premises share in the responsibility of adhering to this policy and informing appropriate school officials of any violations.

Resources available to assist employees to stop using tobacco products are shown on the “Stop Smoking Directory” on the reverse side.

Ref: BP 4020.1, AR 4020.1

## STOP SMOKING DIRECTORY

This is a partial listing of tobacco cessation programs in Orange County, provided by the Tobacco-Free Communities (NCADD). Tobacco-Free Communities in no way endorses the products or services listed below. Rather, you are encouraged to investigate several programs and to select a program which best fits your needs. You are also urged to discuss tobacco cessation with your physician.

### South Orange County

#### HOAG MEMORIAL HOSPITAL

ALA/freedom from smoking clinic  
(949) 764-5511  
Cost: Free

#### MISSION HOSPITAL SAINT JOSEPH HEALTH SYSTEM

Smoking cessation programs  
(949) 364-1400

### Countywide

#### 1-866-NEW-LUNG (1-866-639-5864)

One-on-one counseling, Telephone counseling, Seminars, Classes and Support Groups  
Providers located throughout Orange County  
Cost: Free

#### AMERICAN CANCER SOCIETY

Offering self-help quit smoking materials and other cessation resources.  
(800) 227-2345 Helpline

#### AMERICAN LUNG ASSOCIATION

At home smoking cessation programs, literature, materials on smoking and health, how to help a friend quit, smoking and teens and worksite programs.  
(714) 835-5864  
Cost: varies

#### CALIFORNIA SMOKERS' HELPLINE

Phone counseling - materials - referrals  
(800) NO-BUTTS (662-8887) English  
(800) 45-NO-FUME Spanish  
(800) 838-8917 Chinese  
(800) 778-8440 Vietnamese  
(800) 556-5564 Korean  
(800) 844-CHEW chewing tobacco  
(800) 933-4833 hearing impaired  
Specialized counseling for teens 14 and older.  
Cost: free

#### Cal OPTIMA

All classes meet four sessions  
(714) 246-8895

#### **KAISER PERMANENTE MEDICAL GROUP**

New Breath 6 - 1½ hour sessions  
Behavior modification, stress management, RN Facilitators  
(888) 988-2800 - toll free  
Cost: Regular adult program (Kaiser members) - \$50

#### **TOBACCO USE PREVENTION PROGRAM**

County of Orange Health Care Agency  
Phone counseling, self-help quit smoking materials, referrals  
(714) 541-1444 English  
(714) 834-2192 Spanish  
Cost: free

#### **SIERRA HEALTH CENTER**

Smoking cessation class - 4 sessions  
(714) 870-0717  
Cost: free

#### **UCI MEDICAL CENTER**

Stop-smoking program  
For registration call toll free:  
(877) UCI-DOCS or (877) 824-3627

#### **PACIFICARE**

10 weeks of self-paced one-on-one telephone quit smoking counseling.  
(800) 513-5131  
Program available for members only.  
Cost for membership is a \$20 enrollment fee

#### **SANTA ANA HOSPITAL MEDICAL CENTER**

Quit smoking class in Spanish offered quarterly  
(715) 590-5008

### Nationwide

#### **NICOTINE ANONYMOUS**

A 12-step method/support group. Call for meeting dates and locations.  
(877) 879-6422  
Cost: Free

#### **SMOKENDERS, INC.**

Behavior modification. Smoker awareness.  
For information on corporate/individual or self study, call  
(800) 828-4357 ext. 1

#### **CENTERS FOR DISEASE CONTROL AND PREVENTION**

Call for information. Assistance available in several languages  
(800) QUIT-NOW (784-8669)  
Cost: Free

# **PREGNANCY DISABILITY LEAVE, FAMILY AND MEDICAL LEAVE, CALIFORNIA FAMILY RIGHTS ACT, AND BABY BONDING LEAVE**

## **PREGNANCY DISABILITY LEAVE (PDL)**

If your doctor certifies that you are disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a Pregnancy Disability Leave of up to four (4) months, depending on your period(s) of actual disability. If you are eligible, you have certain rights to take BOTH a Pregnancy Disability Leave and a Family and Medical Leave for reason of the birth of your child. Accrued sick leave shall run concurrently with Pregnancy Disability Leave. An employee may utilize accrued vacation leave to cover any unpaid portion of Pregnancy Disability Leave. Pregnancy Disability Leave will run concurrently with Family and Medical Leave.

## **FAMILY AND MEDICAL LEAVE (FMLA)**

Legislation through the California Family Rights Act of 1993 and the Federal Family and Medical Leave Act of 1993 provide for Family and Medical Leave. Pursuant to Board Policy 4161.8, the District will provide employees the greatest benefits allowable under either the state or federal legislation. The legislation provides:

- Right to unpaid, job-protected leave of up to twelve (12) work weeks within a twelve (12) month period to "eligible" employees for certain family and medical reasons.
- Rights given to eligible employees who have worked at least twelve (12) months and for 1,250 hours over the previous twelve (12) months.

## **REASONS FOR TAKING LEAVE**

Unpaid leave must be granted for any of the following reasons:

- For the birth and care of the employee's child after birth, or placement with the employee of a child for adoption or foster care.
- To care for the employee's spouse, child, or parent who has a serious health condition, or
- For a serious health condition that makes the employee unable to perform his/her job.
- To care for the employee's spouse, child, parent who is in the Armed Forces and is undergoing medical treatment, recuperation or therapy for a serious injury or illness

Differential leave shall run concurrently with FMLA. FMLA shall run concurrently with PDL.

## **ADVANCE NOTICE AND MEDICAL CERTIFICATION**

The employee will be required to provide advance leave notice and medical certification. Taking of leave may be delayed if notification requirements are not met.

- The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable," or as soon as practicable from learning of the need for the leave when the leave is "unforeseeable."
- The District will require medical certification to support a request for leave because of pregnancy or a serious health condition.
- The employee will be required to submit certification of fitness to return to work when the absence was caused by pregnancy or the employee's serious health.

## **JOB BENEFITS AND PROTECTION**

- For the duration of the leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from the leave, most employees must be restored to their original or comparable positions.
- The use of the leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## **UNLAWFUL ACTS BY EMPLOYER**

It is unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under the acts.
- Discharge or discriminate against any person for opposing any practice made unlawful by the legislation or for involvement in any proceeding under or relating to it.

## **ENFORCEMENT**

- An eligible employee may bring a civil action against an employer for violations.
- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations of the Family and Medical Leave Act. Contact Wage and Hour Division of the U.S. Department of Labor for more information. Contact the California Fair Labor and Housing Commission to resolve complaints of violations of California Family rights Act or Pregnancy Disability Leave at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) or at (800) 884-1684.

## **CALIFORNIA FAMILY RIGHTS ACT (CFRA)**

### **REASONS FOR TAKING LEAVE**

Unpaid leave must be granted for any of the following reasons:

- Bonding with a newborn
- Placement of a child in the employee's family for adoption or foster care
- For the serious health condition of the employee's child, parent, or spouse

Differential leave shall run concurrently with CFRA leave. CFRA leave shall run concurrently with FMLA.

### **ADVANCE NOTICE AND MEDICAL CERTIFICATION**

The employee will be required to provide advance leave notice and medical certification. Taking of leave may be delayed if notification requirements are not met.

- The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable," or as soon as practicable from learning of the need for the leave when the leave is "unforeseeable."
- The District will require medical certification to support a request for leave because of pregnancy or a serious health condition.
- The employee will be required to submit certification of fitness to return to work when the absence was caused by pregnancy or the employee's serious health.

### **JOB BENEFITS AND PROTECTION**

- For the duration of the leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from the leave, most employees must be restored to their original or comparable positions.
- The use of the leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **UNLAWFUL ACTS BY EMPLOYER**

It is unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under the acts.
- Discharge or discriminate against any person for opposing any practice made unlawful by the legislation or for involvement in any proceeding under or relating to it.

## **ENFORCEMENT**

- The Department of Fair Employment and Housing is authorized to investigate and to assist both parties to resolve the complaints of violations of CFRA. Complaints must be filed within one year of the last act of discrimination. Contact DFEH at 800-884-1684 or at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

## **BABY BONDING LEAVE (AB2393)**

### **REASONS FOR TAKING LEAVE**

Baby Bonding Leave must be granted for any of the following reasons:

- Job-protected leave of up to twelve (12) work weeks for baby bonding, within the first 12 months after birth or adoption
- Birth of a child or placement of a child in the employee's family for adoption or foster care for purposes of bonding

Sick Leave and/or Differential leave shall run concurrently with Baby Bonding Leave. Vacation leave may be taken, if applicable. CFRA and FMLA shall run concurrently with Baby Bonding Leave.

**ADVANCE NOTICE**

The employee will be required to provide advance leave notice. Taking of leave may be delayed if notification requirements are not met.

- The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable," or as soon as practicable from learning of the need for the leave when the leave is "unforeseeable."

**JOB BENEFITS AND PROTECTION**

- For the duration of the leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from the leave, most employees must be restored to their original or comparable positions.
- The use of the leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**UNLAWFUL ACTS BY EMPLOYER**

It is unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under the acts.
- Discharge or discriminate against any person for opposing any practice made unlawful by the legislation or for involvement in any proceeding under or relating to it.

These acts do not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

If you have questions regarding your rights to these leaves, please contact Human Resources.

Ref: Title II California Code of Regulations,  
CA Family Rights Act of 1993,  
Family and Medical Leave Act of 1993,  
BP 4161.8, AR 4361.8

## HARASSMENT OR DISCRIMINATION IN EMPLOYMENT

Because of

- Race
- Color
- Religion (includes religious dress and grooming practices)
- Sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions)
- Gender, gender identity and gender expression
- Sexual Orientation
- Marital Status
- National Origin (includes language use restrictions)
- Ancestry
- Disability (physical and mental, including HIV and AIDS)
- Medical Condition (genetic characteristics, cancer, or a record or history of cancer)
- Genetic Information
- Age (40 and above)
- Denial of Family and medical care leave
- Military or veteran status

## IS PROHIBITED BY LAW

### Nondiscrimination in Employment

The Governing Board prohibits unlawful discrimination against and/or harassment of district employees, job applicants, and unpaid interns on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation, at any district site and/or activity. The Board also prohibits retaliation against any district employee or job applicant who complains, testifies or in any way participates in the district's complaint procedures instituted pursuant to this policy.

### Section 504/ADA Statement

Equal opportunity shall be provided to all employees and applicants in every aspect of personnel policy and practice. The District shall not discriminate against disabled persons who, with reasonable accommodation, can perform the essential functions of the job in question.

All employees are expected to carry out their responsibilities in a manner that is free from discriminatory statements or conduct. Employees who permit or engage in discrimination or harassment may be subject to disciplinary action up to and including dismissal.

Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date of the alleged discrimination or when the complainant first obtained knowledge or the facts of the alleged discrimination. The written complaint must be filed with the District's Staff Nondiscrimination Compliance Officer, Assistant Superintendent, Human Resources, 25631 Peter A. Hartman Way, Mission Viejo, CA 92691, (949) 580-3217. You may also file a complaint with the Department of Fair Employment and Housing, 28 Civic Center Plaza, #538, Santa Ana, CA 92701, (714) 558-4266, or the U.S. Equal Employment Opportunity Commission (EEOC).

There will be no intimidation/retaliatory acts against any person based upon his/her assertion of rights under this regulation or other legal provision guaranteeing equal access to educational opportunities.

### The California Fair Employment and Housing Act

(Government Code sections 12900 through 12996) and its implementing regulations (California Code of Regulations, Title 2, Sections 7285.0 through 8504):

- **Prohibits harassment** of employees, applicants, unpaid interns, volunteers, and independent contractors by any persons and require employers to take all reasonable steps to prevent harassment. This includes prohibition against sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, breastfeeding and/or related medical conditions, as well as harassment based on all other characteristics listed above.
- **Requires that all employers provide information** to each of their employees on the nature, illegality and legal remedies that apply to sexual harassment. Employers may either develop their own publications, which must meet standards as set forth in California Government Code Section 12950, or use a brochure from the Department of Fair Employment and Housing.
- **Require employers with 50 or more employees and all public entities to provide sexual harassment prevention training** for all supervisors.
- **Prohibit employers from limiting or prohibiting the use of any language** in any workplace unless justified by business necessity. The employer must notify employees of the language restriction and consequences for violation. Also prohibits employers from discriminating against an applicant or employee because he or she possesses a driver's license issued to a person who is unable to prove his or her presence in the United States is authorized under federal law.

- **Require employers to reasonably accommodate** an employee, unpaid intern, or job applicant's religious beliefs and practices, including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair or body hair, which are part of an individual's observance of his or her religious beliefs.
- **Requires employers to reasonably accommodate employees or job applicants with a disability** in order to enable them to perform the essential functions of a job.
- **Permits job applicants, unpaid interns, volunteers, and employees to file complaints** with the Department of Fair Employment and Housing (DFEH) against an employer, employment agency, or labor union which fails to grant equal employment as required by law.
- **Prohibit discrimination** against any job applicant, unpaid intern, or employee in hiring, promotions, assignments, termination, or any term, condition, or privilege of employment.
- **Requires employers, employment agencies, and unions** to preserve applications, personnel records and employment referral records for a minimum of **two years**.
- **Requires employers to provide leaves** of up to four months to employees disabled because of pregnancy, childbirth, or a related medical condition.
- **Require an employer to provide reasonable accommodations** requested by an employee, on the advice of her health care provider, related to her pregnancy, childbirth, or related medical conditions.
- **Requires employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave** in a 12-month period for the birth of a child; the placement of a child for adoption or foster care; for an employee's own serious health condition; or to care for a parent, spouse, or child with a serious health condition. The law also requires employers to post a notice informing employees of their family and medical leave rights.
- **Require employment agencies to serve all applicants equally**, refuse discriminatory job orders, and prohibit employers and employment agencies from making discriminatory pre-hiring inquiries or publishing help-wanted advertising that expresses a discriminatory hiring preference.
- **Prohibits unions from discriminating** in member admissions or dispatching members to jobs.
- **Prohibit retaliation** against a person who opposes, reports, or assists another person in opposing unlawful discrimination.

**The law provides for remedies for individuals who experience prohibited discrimination or harassment in the workplace.** These remedies include hiring, front pay, back pay, promotion, reinstatement, cease-and-desist order; expert witness fees, reasonable attorney's fees and costs, punitive damages, and emotional distress damages.

**JOB APPLICANTS, UNPAID INTERNS, AND EMPLOYEES:** If you believe you have experienced discrimination or harassment, you may file a complaint with the DFEH.

**Independent contractors and volunteers:** If you believe you have been harassed, you may file a complaint with the DFEH.

Complaints must be filed within **one year** of the last act of discrimination/harassment, or, for victims who are under the age of 18, not later than one year after the person's eighteenth birthday.

For more information contact (800) 884-1684; TTY (800) 700-2320; videophone for the hearing impaired (916) 226-5285; [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov); or [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

Government Code Section 12950 and California Code of Regulations, Title 2, Section 11013 require all employers to post this document. It must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, and other places employees gather.

*In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, Computer disk, or voice recording as a disability-related accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternative format, please contact the DFEH at the number or e-mail address above.*

Ref: BP 4111.1/ 4211.1/ 4311.1, BP 1312.3,  
AR 1312.3, BP 4030, AR 4030,  
Govt Code Sec. 12900-12996

# EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal law from discrimination on the following bases:

### RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service and medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### RETALIATION

Retaliation against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP),  
U.S. Department of Labor,  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210 or call  
(800) 397-6251 (toll free) or (202) 693-1337  
(TTY), or OFCCP may also be contacted by email  
at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an  
OFCCP regional or district office, listed in  
most telephone directories under U.S.  
Government, Department of Labor.

## Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, *educational institutions, employment agencies and labor organizations are protected under Federal laws from discrimination on the following bases:*

### RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy) or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

## Programs or Activities Receiving Federal Financial Assistance

### RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

### INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe that you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EEOC-P/E-1 (Revised 11/09)



## **YOUR RIGHTS UNDER USERRA**

### **THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT**

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

Publication OFCCP 1420

#### **REEMPLOYMENT RIGHTS**

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ☆ you ensure that your employer receives advance written or verbal notice of your service;
- ☆ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ☆ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ☆ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

#### **RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION**

If you:

- ☆ are a past or present member of the uniformed service;
- ☆ have applied for membership in the uniformed service; or
- ☆ are obligated to serve in the uniformed service; then an employer may not deny you:
- ☆ initial employment;
- ☆ reemployment;
- ☆ retention in employment;
- ☆ promotion; or
- ☆ any benefit of employment because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

#### **HEALTH INSURANCE PROTECTION**

- ☆ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- ☆ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

#### **ENFORCEMENT**

- ☆ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- ☆ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its website at **<http://www.dol.gov/vets>**. An interactive online USERRA Advisor can be viewed at **<http://www.dol.gov/elaws/userra.htm>**.
- ☆ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- ☆ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: <http://www.dol.gov/vets/programs/userra/poster.htm>. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.

U.S. Department of Labor  
(866) 487-2365  
Employer Support of the Guard and Reserve  
(800) 336-4590  
Revised 2008

## UNIFORM COMPLAINT PROCEDURES

***To all Employees, Students, Parents and/or Guardians, Advisory Committees, Private School Officials, Adult Education Students and Employees, and Other Interested Employees:***

***The Saddleback Valley Unified School District is primarily responsible for compliance with federal and state laws and regulations.*** Pursuant to Title 5, California Code of Regulations, Section 4600 et seq., any individual, public agency or organization may file a written complaint of alleged noncompliance with the requirements of specified programs or activities which receive State or Federal funding, or unlawful discrimination, harassment, intimidation or bullying as set forth in Section 4610 with the District's Compliance Officer: Assistant Superintendent, Human Resources, 25631 Peter A. Hartman Way, Mission Viejo 92691, (949) 580-3217. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other handicap, District staff shall help him/her to file the complaint.

### **TIMELINES**

**Filing of Complaint:** The complaint must be initiated no later than six (6) months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination.

**Investigation of Complaint:** The Compliance Officer shall hold an investigative meeting within ten (10) days of receiving the complaint or attempting to mediate the complaint. The parties to the complaint may discuss the complaint and question each other or each other's witnesses at the meeting.

**Written Decision:** Within sixty (60) days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the District's investigation and decision.

**Appeal to the California Department of Education:** If the complainant is dissatisfied with the District's decision, he/she may within fifteen (15) days of receipt of the decision file a written appeal to the California Department of Education. When appealing to the California Department of Education, the complainant shall specify the basis for appealing the decision and must include a copy of the complaint and the District's decision. In addition, the complainant has the right to contact the Office of Civil Rights or the Equal Employment Opportunity Commission to file a claim. (See addresses on reverse.) ***Civil law remedies may be available under state and federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code Section 262.3***

Copies of the District's full Uniform Complaint Procedure are available ***free of charge*** at the District Human Resources Office and at each school site.

Ref: BP 1312.3, AR 1312.3

## SEXUAL HARASSMENT COMPLAINT PROCEDURES

It is the intent of the Saddleback Valley Unified School District that complaints of alleged sexual harassment be resolved at the earliest possible time and at the most immediate level within the Saddleback Valley Unified School District. The timeline in the Uniform Complaint Procedure does not apply to sexual harassment investigations.

An employee wishing to make a complaint of alleged discrimination or sexual harassment shall utilize this complaint procedure.

### Informal Resolution

The employee shall discuss the complaint with his/her supervisor through an informal conference within 10 days of receipt of the informal complaint. The supervisor will investigate the allegations and determine what action shall be taken and provide follow-up monitoring as necessary. In the event the complaint is not resolved, a formal complaint may be processed in accordance with the formal resolution complaint procedures. The complainant may at any time terminate the informal process and proceed to a formal process.

### Formal Resolution – Level 1

The formal complaint shall be filed on the District complaint form to the immediate supervisor within 10 days of the alleged act. A copy of the complaint shall be sent to the Assistant Superintendent, Human Resources, who shall log the complaint. Within 20 working days after receipt of the complaint the supervisor shall complete the investigation and render a written decision, with rationale including any appropriate corrective action. The employee has the right to appeal the decision to the next level.

### Formal Resolution – Level 2

Within 10 working days of receipt of the Level 1 decision, the employee may appeal the decision to the Assistant Superintendent, Human Resources. Within 20 working days the Assistant Superintendent, Human Resources will investigate the complaint and render a written decision with rationale, including any appropriate corrective action. The employee has the right to appeal the decision to the next level. A copy of the decision shall be provided to the complainant and his/her immediate supervisor.

### Formal Resolution – Level 3

Within 10 working days of the decision at Level 2, the employee may appeal the decision to the Governing Board. The Board of Education, at its discretion may meet with the employee in closed session at the next regularly scheduled meeting for which the matter can be placed on the agenda for the purpose of resolving the complaint. All parties involved may attend the meeting for the purpose of presenting facts, exceptions and issues. The Board may decide not to hear the appeal, in which case the decision of the Assistant Superintendent, Human Resources shall be the District's final written decision.

Within twenty (20) days of the appeal hearing, or the decision of the Board not to hear the appeal, the Assistant Superintendent, Human Resources shall send written notification to the complainant of the Board's decision. Such written notification shall include the rationale for the decision, any action taken and notice of the complainant's right to appeal the decision to the California Department of Education, and the procedures for initiating such an appeal. The written notice shall also indicate that the complainant has the right to file a claim with the Office of Civil Rights and the California Department of Fair Employment and Housing, and the procedures for initiating such an appeal.

- |   |   |  |
|---|---|--|
| 1. California Dept. of Education<br>1430 N Street<br>Sacramento, CA 95814<br>(916) 319-0800 | 2. U.S. Dept. of Education<br>Office for Civil Rights<br>50 United Nations Plaza, Rm 239<br>San Francisco, CA 94102<br>(415) 556-4275 | 3. California Dept. of Fair<br>Employment & Housing<br>2101 E. 4 <sup>th</sup> Street, Suite 255-B<br>Santa Ana, CA 92705-3814<br>(714) 558-4266 |
|---|---|--|

## GENERAL PROVISIONS

Timelines set forth in this complaint procedure may be extended by mutual consent of the parties. If the Saddleback Valley Unified School District fails to respond within the time limitations herein, the complainant may proceed to the next level of the review. The complainant shall be notified by the Assistant Superintendent, Human Resources of the steps the District has taken in response to the allegations made in the complaint, including any interim measures pending completion of the investigation.

Ref: AR 4119.11

## **STANDARD PRECAUTIONS TO PREVENT SPREAD OF INFECTIOUS DISEASES AT SCHOOL**

Health and Safety Code Sections 120875 and 120880 mandate that schools inform their employees about appropriate methods to prevent exposure to both AIDS and Hepatitis B. Furthermore, information about AIDS and Hepatitis B must be provided annually, and more often if new information is supplied by the State Department of Education.

**WHAT IS HEPATITIS B?** Hepatitis B is an infection of the liver caused by a virus present in blood and other body fluids of infected persons. Less than 50 percent of persons who become infected show symptoms of illness. The symptoms include nausea, vomiting, loss of appetite, and abdominal pain. In some patients the urine turns dark and the skin becomes yellow. The onset of symptoms may appear 6 weeks to 6 months after becoming infected with the virus. Death is uncommon in Hepatitis B, but 5 to 10 percent of those infected become long-term virus carriers. Up to 25 percent of carriers may develop serious chronic liver disease.

**HOW IS HEPATITIS B SPREAD?** An infected person can transmit Hepatitis B as long as the virus remains in the blood. Transmission may occur as early as 4 weeks before any symptoms occur. A small number of people will carry the virus in their blood for years and are known as chronic carriers. Hepatitis B is transmitted by:

- 1) sexual activity involving semen, blood, or vaginal secretions;
- 2) sharing with someone who is infected, unsterile instruments used to penetrate the skin such as those used for tattooing, ear piercing, and razors;
- 3) sharing needles and/or syringes with someone who is infected;
- 4) direct contact of infected blood with mucous membrane of the eye and mouth;
- 5) direct contact of infected blood with broken skin (e.g., cuts);
- 6) accidental needle sticks with needles containing blood from a virus carrier;
- 7) sharing toothbrushes; and
- 8) being born to an infected mother.

**WHAT IS AIDS/HIV INFECTION?** **AIDS** (Acquired Immune Deficiency Syndrome) is the advanced state of **HIV** (Human Immunodeficiency Virus) infection. The virus attacks the body's immune system, leaving it vulnerable to life-threatening viral infections and cancers. The virus may also directly attack the brain and nervous system. Persons infected with HIV frequently have no outward symptoms and usually appear in good health. More than half the people in the United States who have been diagnosed to have AIDS have died.

**HOW IS AIDS/HIV INFECTION SPREAD?** The possibility that AIDS/HIV will be transmitted in schools or the workplace is remote. AIDS/HIV infection is not transmitted from one person to another through everyday activities. You are not at risk of AIDS by being around or working with a person who is infected with HIV.

AIDS/HIV infection may be spread by:

- 1) sharing needles and/or syringes with someone who is infected;
- 2) penetrating the skin with needles that have been used to inject an infected person;
- 3) sharing unsterile instruments used to penetrate the skin (i.e., those used for tattooing, acupuncture and ear piercing) with someone who is infected;
- 4) sexual activity involving contact with semen, blood or vaginal secretions;
- 5) direct contact of infected blood on broken skin (e.g., cuts and scratches);
- 6) direct contact of mucous membrane of the eye with the blood of an infected person;
- 7) receiving a blood transfusion or blood product from someone who is infected (since 1985 this risk is extremely low -- approximately 1 chance in 68,000);
- 8) being born to an infected mother.

**STANDARD PRECAUTIONS WILL PROTECT YOU FROM HIV, HEPATITIS B AND MANY OTHER  
INFECTIOUS DISEASES. THESE ORDINARY HYGIENIC PRACTICES WILL RESULT IN FEWER  
ILLNESSES FOR YOU AND OTHERS AROUND YOU. YOU DO NOT NEED TO KNOW WHICH PEOPLE  
AROUND YOU ARE INFECTED WITH HIV OR ANY OTHER DISEASES BECAUSE YOU WILL USE  
STANDARD PRECAUTIONS WITH EVERYONE.**

- 1) Wash your hands with soap and running water at regular times during your workday. Common infectious diseases may be contracted from dirt and waste encountered in the workplace.
- 2) Promptly remove another person's blood and body waste from your skin by washing with soap and running water.

- 3) Handle discharges from another person's body (particularly body fluids containing blood) with gloves and wash hands thoroughly with soap and running water when you are finished.
- 4) Carefully dispose of trash that contains body waste and sharp objects. Use special containers with plastic liners for disposal of refuse that contains blood or for any body spills that may contain blood. For disposal of sharp objects, use containers that cannot be broken or penetrated. **Do not bend, break or recap needles.**
- 5) Avoid skin punctures with objects that may contain the blood of others.
- 6) Clean surfaces that have blood or body wastes containing blood on them with an Environmental Protection Agency (EPA) approved disinfectant or a 1:10 solution of household bleach and water (e.g., mix 1 cup bleach to 9 cups water; the solution should be prepared daily to ensure proper strength).
- 7) If you are responsible for administering first aid to others or may be placed in a position where you may give first aid, obtain current instruction in first aid and cardiopulmonary resuscitation (CPR). Current instruction will include modification of first aid needed to protect the rescuer from infection.
- 8) Vaccinations are available to protect you from Hepatitis B. Employees whom the District has identified as having occupational exposure to blood and other potentially infectious body fluids shall be offered the Hepatitis B vaccination at no charge. Employees in the following job classifications are identified as having occupational exposure:
  - District nurses
  - Health Office Aides
  - secretaries/clerks assigned to provide daily health office coverage/first responders
  - plumbers/plant foreman
  - Staff of a severely handicap program

Employees who decline to accept the vaccination shall sign the Hepatitis B declination statement as required by law.

Some employees in the following job classifications may have occupational exposure:

- Special Education staff (certificated and classified)
- persons providing specialized physical health care services, i.e., instructional aides for the severely handicapped
- day custodians
- coaches
- trainers
- adaptive P.E. teachers
- campus supervisor

Employees in these classifications may petition to be included in the training and to receive the Hepatitis B vaccine at no cost. Such petition shall be sent to Health Services and will be evaluated as to the reasonable anticipation of contact with infectious material, and the employee notified of the decision.

**WHAT HAPPENS AFTER AN EXPOSURE INCIDENT?** If an exposure incident (i.e. a specific eye, mouth, other mucous membrane, non intact skin, or parenteral [piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts and abrasions] contact with blood or other potentially infectious materials) occurs as a result of an employee performing his/her duties, you are required to **NOTIFY YOUR SITE ADMINISTRATOR IMMEDIATELY** for a post exposure evaluation and treatment. Health Services must be notified within 24 hours of an exposure incident.

#### **PRECAUTIONS YOU CAN TAKE TO PROTECT YOURSELF FROM HIV INFECTION AND HEPATITIS B IN NON-WORK SETTINGS**

HIV infection and Hepatitis B are most commonly spread through sexual intercourse and by sharing intravenous or injectable needles with others. Abstinence from these activities eliminates major risk or exposure to these viruses. Sexual intercourse is safe if both partners are uninfected and mutually monogamous. The correct and consistent use of condoms with water-based lubricants can greatly reduce the risk of exposure to HIV infection and Hepatitis B from a partner who may be infected. If unsterile needles and syringes are shared to inject drugs, pierce ears, tattoo, etc., risk of infection is reduced by following CDC's recommendations which include consistent and thorough rinsing and cleaning of infection equipment with water and bleach immediately after use and again just before reuse of needles and syringes. This means thoroughly washing out the syringes and needles through items with fresh water followed by rinsing syringes and needles with full strength bleach 3 times, and repeating the water rinse 3 times. For more information pertaining to AIDS or Hepatitis B, you may contact Health Services, 588-7651 or 206-1219.

**MAINTAIN CONFIDENTIALITY** of all medical information concerning students and co-workers, especially if the individual has either HIV infection or AIDS. Sharing information about someone who has either HIV infection or AIDS without permission is prohibited by law and punishable by a fine up to \$10,000 and/or up to one year in jail.

Ref: BP 4119.43/ 4219.43/ 4319.43

AR 4119.43/ 4219.43/ 4319.43

EAR 4119.3/ EAR 4219.3/ EAR 4319.43

California law provides workplace safety and health protections for workers through regulations enforced by the Division of Occupational Safety and Health (Cal/OSHA). This poster explains some basic requirements and procedures to comply with the state's workplace safety and health standards and orders. The law requires that this poster be displayed. Failure to do so could result in a substantial penalty. Cal/OSHA standards can be found at [www.dir.ca.gov/samples/search/query.htm](http://www.dir.ca.gov/samples/search/query.htm).



# Notice to Employees:



UI

THIS EMPLOYER IS REGISTERED WITH THE EMPLOYMENT DEVELOPMENT DEPARTMENT (EDD) AS REQUIRED BY THE CALIFORNIA UNEMPLOYMENT INSURANCE CODE AND IS REPORTING WAGE CREDITS TO THE EDD THAT ARE BEING ACCUMULATED FOR YOU TO BE USED AS A BASIS FOR:

## Unemployment Insurance (funded entirely by employers' taxes)

Unemployment Insurance (UI) is paid for by your employer and provides partial income replacement when you are unemployed or your hours are reduced due to no fault of your own. To claim UI benefit payments you must also meet all UI eligibility requirements, including that you must be available for work and searching for work.

### How to File a New UI Claim

Use one of the following methods:

- **Online:** UI Online<sup>SM</sup> is the fastest and most convenient way to file your UI claim. Visit [www.edd.ca.gov/UI\\_Online](http://www.edd.ca.gov/UI_Online) to get started.
- **Phone:** Representatives are available at the following toll-free numbers, Monday through Friday between 8 a.m. to 12 noon (Pacific Standard Time) except during state holidays.

English	1-800-300-5616	Cantonese	1-800-547-3506	Vietnamese	1-800-547-2058
Spanish	1-800-326-8937	Mandarin	1-866-303-0706	TTY	1-800-815-9387
- **Fax or Mail:** When accessing UI Online to file a new claim, some customers will be instructed to fax or mail their UI application to the EDD. If this occurs, the *Unemployment Insurance Application*, DE 11011, will display. For faster and more secure processing, fax the completed form to the number listed on the form. If mailing your UI application, use the address on the form and allow additional time for processing.

**Important:** Waiting to file your UI claim may delay benefit payments.

DI

## Disability Insurance (funded entirely by employees' contributions)

Disability Insurance (DI) is funded by employees' contributions and provides partial wage replacement benefits to eligible Californians who are unable to work due to a non-work-related illness, injury, pregnancy, or disability.

Your employer must provide the *Disability Insurance Provisions*, DE 2515 brochure, to newly hired employees and to each employee who is unable to work due to a non-work-related illness, injury, pregnancy, or disability.

### How to File a New DI Claim

Use one of the following methods:

- **Online:** SDI Online is the fastest and most convenient way to file your claim. Visit [www.edd.ca.gov/SDI\\_Online](http://www.edd.ca.gov/SDI_Online) to get started.
- **Mail:** To file a claim with the EDD by mail, complete and submit a *Claim for Disability Insurance (DI) Benefits*, DE 2501 form. You can obtain a paper claim form from your employer, physician/practitioner, visiting a State Disability Insurance office, online at [www.edd.ca.gov/Forms](http://www.edd.ca.gov/Forms), or by calling 1-800-480-3287.

**Note:** If your employer maintains an approved Voluntary Plan for DI coverage, contact your employer for assistance.

For more information about DI, visit [www.edd.ca.gov/disability](http://www.edd.ca.gov/disability) or call 1-800-480-3287.  
State government employees should call 1-866-352-7675.  
TTY (for deaf or hearing-impaired individuals only) is available at 1-800-563-2441.

PFL

## Paid Family Leave (funded entirely by employees' contributions)

Paid Family Leave (PFL) is funded by employees' contributions and provides partial wage replacement benefits to eligible Californians who need time off work to care for seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner. Benefits are also available to parents who need time off work to bond with a new child entering the family by birth, adoption, or foster care placement.

Your employer must provide the *Paid Family Leave*, DE 2511 brochure, to newly hired employees and to each employee who is taking time off work to care for a seriously ill family member or to bond with a new child.

### How to File a New PFL Claim

Use one of the following methods:

- **Online:** SDI Online is the fastest and most convenient way to file your claim. Visit [www.edd.ca.gov/SDI\\_Online](http://www.edd.ca.gov/SDI_Online) to get started.
- **Mail:** To file a claim with the EDD by mail, complete and submit a *Claim for Paid Family Leave (PFL) Benefits*, DE 2501F form. You can obtain a paper claim form from your employer, a physician/practitioner, visiting a State Disability Insurance office, online at [www.edd.ca.gov/Forms](http://www.edd.ca.gov/Forms), or by calling 1-877-238-4373.

**Note:** If your employer maintains an approved Voluntary Plan for PFL coverage, contact your employer for assistance.

For more information about PFL, visit [www.edd.ca.gov/disability](http://www.edd.ca.gov/disability) or call 1-877-238-4373.  
State government employees should call 1-877-945-4747.  
TTY (for deaf or hearing-impaired individuals only) is available at 1-800-445-1312.

**Note:** Some employees may be exempt from coverage by the above insurance programs. It is illegal to make a false statement or to withhold facts to claim benefits. For additional general information, visit the EDD website at [www.edd.ca.gov](http://www.edd.ca.gov).

U.I./D.I.



# DISASTER SERVICE WORKER STATUS

## ***California Government Code Section 3100-3109***

*It is hereby declared that the protection of the health and safety and preservation of the lives and property of the people of the state from the effects of natural, man-made, or war-caused emergencies which result in conditions of disaster or extreme peril to life, property, and resources is of paramount state importance...in protection of its citizens and resources, all public employees are hereby declared to be disaster service workers...*

*All disaster service workers shall, before they enter upon the duties of their employment, take and subscribe to the oath or affirmation...*

<b>What does disaster service mean?</b>	Disaster service means all activities authorized by and carried out pursuant to the California Emergency Services Act*.
<b>Who is included in the disaster service worker status?</b>	All public employees are included in the disaster service worker status which are all persons employed by any county, city, state agency or public district.
<b>What are the scope of duties of employee disaster service workers?</b>	Any public employees performing duties as a disaster service worker shall be considered to be acting within the scope of disaster service duties while assisting any unit of the organization or performing any act contributing to the protection of life or property or mitigating the affects of an emergency.
<b>How are public employees assigned disaster service activities?</b>	Public employees are assigned disaster service activities by their superiors or by law to assist the agency in carrying out its responsibilities during times of disaster.
<b>What is the oath or affirmation referred to in the government code?</b>	Before entering upon the duties of employment, all public employees take and subscribe to the oath or affirmation set forth in the California Constitution that declares them to be disaster service workers in time of need.
<b>When do public employees take the oath or affirmation?</b>	Most public employees sign the oath or affirmation during the hiring process and it is kept with the employer.
<b>Do public employees acting as disaster service workers get paid?</b>	Public employees acting as disaster service workers get paid only if they have taken and subscribed to the oath or affirmation.
<b>Can disaster service workers be sued for actions taken while performing duties?</b>	Public employee disaster service workers for nonprofit organizations and government cannot be held liable for their actions during a disaster while acting within the scope of their responsibilities.
<b>What if public employees are injured while acting as disaster service workers?</b>	Claims sustained by public employees while performing disaster services shall be filed as worker compensation claims under the same authorities and guidelines as with all employees within their agency.

**For more information, please visit the following websites:**

*California Emergency Services Act*

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=08001-09000&file=8550-8551>

*California Government Code 3100-3109*

<http://leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=03001-04000&file=3100-3109>

*The California Constitution Oath or Affirmation*

[http://www.leginfo.ca.gov/.const/.article\\_20](http://www.leginfo.ca.gov/.const/.article_20)

*Governors Office of Emergency Services*

[http://www.oes.ca.gov/Operational/OESHome.nsf/PDF/Laws&RegsCalCodePDFs/\\$file/Ch2.3\\_%20DSW.pdf](http://www.oes.ca.gov/Operational/OESHome.nsf/PDF/Laws&RegsCalCodePDFs/$file/Ch2.3_%20DSW.pdf)



## OFFICIAL NOTICE

# California Minimum Wage

MW- 2019



EFFECTIVE DATE	Employers with 26 or More Employees*	Employers with 25 or Fewer Employees *
January 1, 2019	<b>\$12.00</b>	<b>\$11.00</b>
January 1, 2020	<b>\$13.00</b>	<b>\$12.00</b>

### PREVIOUS YEARS

January 1, 2017	<b>\$10.50</b>	<b>\$10.00</b>
January 1, 2018	<b>\$11.00</b>	<b>\$10.50</b>

\*Employees treated as employed by a single qualified taxpayer pursuant to Revenue and Taxation Code section 23626 are treated as employees of that single taxpayer.

To employers and representatives of persons working in industries and occupations in the State of California:

### SUMMARY OF ACTIONS

TAKE NOTICE that on April 4, 2016, the Governor of California signed legislation passed by the California Legislature, raising the minimum wage for all industries. (SB 3, Stats of 2016, amending section 1182.12. of the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections 2, 3, and 5 of the General Minimum Wage Order, MW-2017. Section 1, Applicability, and Section 4, Separability, have not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders.

This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at [www.dir.ca.gov/WP.asp](http://www.dir.ca.gov/WP.asp), or by contacting your local Division of Labor Standards Enforcement office.

### 1. APPLICABILITY

The provisions of this Order shall not apply to outside salespersons, and individuals who are the parent, spouse, or children of the employer previously contained in this Order and the IWC's industry and occupation orders. Exceptions and modifications provided by statute or in Section 1, Applicability, and in other sections of the IWC's industry and occupation orders may be used where any such provisions are enforceable and applicable to the employer.

### 2. MINIMUM WAGES

Every employer shall pay to each employee wages not less than those stated above, on each effective date, per hour for all hours worked.

### 3. MEALS AND LODGING CREDITS - TABLE

When credit for meals or lodging is used to meet part of the employer's minimum wage obligation, the amounts so credited pursuant to a voluntary written agreement may not be more than the following

EFFECTIVE:	JANUARY 1, 2017		JANUARY 1, 2018		JANUARY 1, 2019		JANUARY 1, 2020	
For an employer who employs:	<b>26 or More Employees</b>	<b>25 or Fewer Employees</b>	<b>26 or More Employees</b>	<b>25 or Fewer Employees</b>	<b>26 or More Employees</b>	<b>25 or Fewer Employees</b>	<b>26 or More Employees</b>	<b>25 or Fewer Employees</b>
<b>LODGING</b>								
Room occupied alone	\$49.38/ week	\$47.03/ week	\$51.73/ week	\$49.38/ week	\$56.43/ week	\$51.73/ week	\$61.13/ week	\$56.43/ week
Room shared	\$40.76/ week	\$38.82/ week	\$42.70/ week	\$40.76/ week	\$46.58/ week	\$42.70/ week	\$50.46/ week	\$46.58/ week
Apartment – two thirds (2/3) of the ordinary rental value, and in no event more than:	\$593.05/ month	\$564.81/ month	\$621.29/ month	\$593.05/ month	\$677.75/ month	\$621.28/ month	\$734.21/ month	\$677.75/ month
Where a couple are both employed by the employer, two thirds (2/3) of the ordinary rental value, and in no event more than:	\$877.27/ month	\$835.49/ month	\$919.04/ month	\$877.26/ month	\$1002.56/ month	\$919.02/ month	\$1086.07/ month	\$1002.56/ month
<b>MEALS</b>								
Breakfast	\$3.80	\$3.62	\$3.98	\$3.80	\$4.34	\$3.98	\$4.70	\$4.34
Lunch	\$5.22	\$4.97	\$5.47	\$5.22	\$5.97	\$5.47	\$6.47	\$5.97
Dinner	\$7.09	\$6.68	\$7.35	\$7.01	\$8.01	\$7.34	\$8.68	\$8.01

Meals or lodging may not be credited against the minimum wage without a voluntary written agreement between the employer and the employee. When credit for meals or lodging is used to meet part of the employer's minimum wage obligation, the amounts so credited may not be more than the amounts stated in the table above.

### 4. SEPARABILITY

If the application of any provision of this Order, or any section, subsection, subdivision, sentence, clause, phrase, word or portion of this Order should be held invalid, unconstitutional, unauthorized, or prohibited by statute, the remaining provisions thereof shall not be affected thereby, but shall continue to be given full force and effect as if the part so held invalid or unconstitutional had not been included herein.

### 5. AMENDED PROVISIONS

This Order amends the minimum wage and meals and lodging credits in MW-2017, as well as in the IWC's industry and occupation orders. (See Orders 1-15, Secs. 4 and 10; and Order 16, Secs. 4 and 9.) This Order makes no other changes to the IWC's industry and occupation orders.

**These Amendments to the Wage Orders shall be in effect as of January 1, 2019.**

Questions about enforcement should be directed to the Labor Commissioner's Office. For the address and telephone number of the office nearest you, information can be found on the internet at [www.dir.ca.gov/DLSE/dlse.html](http://www.dir.ca.gov/DLSE/dlse.html) or under a search for "California Labor Commissioner's Office" on the internet or any other directory. The Labor Commissioner has offices in the following cities: Bakersfield, El Centro, Fresno, Long Beach, Los Angeles, Oakland, Redding, Sacramento, Salinas, San Bernardino, San Diego, San Francisco, San Jose, Santa Ana, Santa Barbara, Santa Rosa, Stockton, and Van Nuys.

# EMPLOYEE RIGHTS

## UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

**OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** An employee must be at least **16** years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

**No more than**

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

**TIP CREDIT** Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

**ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act’s child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

**ADDITIONAL INFORMATION**

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



For additional information:

## 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

# WWW.WAGEHOUR.DOL.GOV



## **WHISTLEBLOWERS ARE PROTECTED**

It is the public policy of the State of California to encourage employees to notify an appropriate government or law enforcement agency, person with authority over the employee, or another employee with authority to investigate, discover, or correct the violation or noncompliance, and to provide information to and testify before a public body conducting an investigation, hearing or inquiry, when they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a state or federal rule or regulation.

### **Who is protected?**

Pursuant to California Labor Code Section 1102.5, employees are the protected class of individuals. “Employee” means any person employed by an employer, private or public, including, but not limited to, individuals employed by the state or any subdivision thereof, any county, city, city and county, including any charter city or county, and any school district, community college district, municipal or public corporation, political subdivision, or the University of California. [California Labor code Section 1106]

### **What is a whistleblower?**

A “whistleblower” is an employee who discloses information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate, discover, or correct the violation or noncompliance, or who provides information to or testifies before a public body conducting an investigation, hearing or inquiry, where the employee has reasonable cause to believe that the information discloses:

1. *A violation of a state or federal statute,*
2. *A violation or noncompliance with a state or federal rule or regulation, or*
3. *With reference to employee safety or health, unsafe working conditions or work practices in the employee’s employment or place of employment.*

*A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation.*

### **What protections are afforded to whistleblowers?**

1. An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
2. An employer may not retaliate against an employee who is a whistleblower.
3. An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
4. An employer may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.

Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee’s employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

### **How to report improper acts**

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees, **call the California State Attorney General’s Whistleblower Hotline at 1-800-952-5225**. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

Log onto [Recovery.gov](http://Recovery.gov) for more information about your rights and details on how to report at [www.recovery.gov](http://www.recovery.gov)

August 2019

**MPN Notification of Rights Material**



**\*\*Important Information Regarding Worker's Compensation Benefits\*\***  
**Workers' Compensation Medical Provider Network: WellComp MPN**

Dear Employee/Volunteer:

California Law requires your employer to provide and pay for medical treatment if you are injured at work. Saddleback Valley USD is pleased to provide this medical care through a Workers' Compensation Medical Provider Network – WellComp MPN. A Medical Provider Network (MPN) is a group of health care providers set up by an employer and approved by California's Division of Workers' Compensation to treat workers injured on the job. The enclosed/attached pamphlet contains important information regarding WellComp and your workers' compensation medical benefits. Please read it carefully.

Your medical treatment for a work-related injury or illness will be provided through the WellComp Medical Provider Network if your injury or illness occurred on or after April 4, 2008. You still have the option of treating with your personal physician (pursuant to Labor Code Section 4600) if you have properly notified the Benefits Department of your desire to treat with your personal physician prior to your injury or illness and your personal physician agrees to treat you for your work-related injury or illness. If your personal physician is a participating provider in WellComp then you are automatically covered by the MPN, unless your personal physician was pre-designated. If you already have a work-related injury or illness that occurred prior to the implementation of the WellComp Medical Provider Network and your treating physician is or becomes a participating physician in WellComp then you are automatically covered, or, alternatively, you may request to have your treatment transferred to a WellComp participating physician.

For additional information, please review the enclosed/attached pamphlet. To obtain updates to the attached pamphlet on access standards, out-of area medical treatment, the specialist referral process, and how to obtain a copy of your medical records, or to obtain a complete copy of the Employee Handbook, you may contact WellComp Patient Services Department directly via phone or through the WellComp web-site: [www.wellcomp.net](http://www.wellcomp.net).

Sincerely,

Connie Cavanaugh  
Assistant Superintendent, Human Resources & Fiscal Services

**\*\*Información importante\*\***  
**Red de Proveedores Médicos del Seguro de Indemnización**  
**por Accidentes de Trabajo: WellComp**

Estimado Empleado/Voluntario:

La Ley del Estado de California requiere que su empleador suministre y pague por el tratamiento médico si usted se lesiona en su trabajo. Saddleback Valley USD se complace en proporcionar este cuidado médico a través de la Red de Proveedores Médicos del Seguro de Indemnización por Accidentes de Trabajo – WellComp. Una Red de Proveedores Médicos (MPN por sus siglas en inglés), es un grupo de proveedores de cuidados médicos establecido por un empleador y aprobado por la División del Seguro de Indemnización por Accidentes de Trabajo de California para tratar a los empleados lesionados en su trabajo. El folleto adjunto contiene importante información en lo referente a WellComp y sus beneficios médicos bajo el Seguro de Indemnización por Accidentes de Trabajo. Favor de leerlo cuidadosamente.

Si su lesión o enfermedad ocurrió el 4 de abril del 2008 o después, su atención médica relacionada con esa lesión o enfermedad será proporcionada a través de WellComp MPN. Usted aún tiene la opción de ser tratado por su médico personal (de acuerdo al Código del Trabajo Sección 4600) si usted ha notificado apropiadamente con anticipación al Departamento de Beneficios su deseo de ser tratado por su médico personal en caso de ocurrir una lesión o enfermedad y su médico personal está de acuerdo en tratar la lesión o enfermedad relacionada con su trabajo. Si su médico personal es un proveedor participante en WellComp entonces usted es cubierto por el MPN automáticamente, a menos que su médico personal fue predesignado. Si usted ya tiene una lesión o enfermedad relacionada con su trabajo que ocurrió antes del establecimiento del WellComp MPN y el médico que lo está tratando es, o se convierte en un médico participante en WellComp, entonces usted está protegido automáticamente, o alternatively, usted puede pedir que su atención médica sea transferida a un médico participante en WellComp.

Para información adicional, por favor revise cuidadosamente el folleto adjunto. Usted puede comunicarse con el Departamento de Servicios para el Paciente de WellComp directamente por teléfono o ingresar a la página del Internet: [www.wellcomp.net](http://www.wellcomp.net) para obtener actualizaciones de estándares de acceso en el folleto adjunto, tratamiento médico fuera del área, el proceso de referencia a un especialista, y cómo obtener una copia de su expediente médico, o para obtener una copia completa de la Guía de Empleado.

Atentamente,

Connie Cavanaugh  
Asistente del Superintendente, Recursos Humanos y los Servicios Fiscales

## PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or medical group if:

- on the date of your work injury you have health care coverage for injuries or illnesses that are not work-related;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses and injuries;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

### NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN

**Employee: Complete this section.**

To: Saddleback Valley Unified School District If I have a work-related injury or illness, I choose to be treated by:

\_\_\_\_\_  
(name of doctor)(M.D., D.O., or medical group)

\_\_\_\_\_  
(street address, city, state, ZIP)

\_\_\_\_\_  
(area code and telephone number)

Employee Name (please print):

Employee Personal Identification Number (PIN)

\_\_\_\_\_

\_\_\_\_\_

Employee's Full Address:

\_\_\_\_\_

Name of Medical Insurance Company, Plan, or Fund providing health coverage for nonoccupational injuries or illnesses:

\_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Physician: I agree to this Predesignation:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Physician or Designated Employee of the Physician or Medical Group)

The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

Title 8, California Code of Regulations, section 9783.  
(Optional DWC Form 9783 July 1, 2014)

## Pre-designation Of Personal Physician

In the event you sustain an injury or illness related to your employment, you may be treated for such injury/illness by your personal medical doctor (M.D.) or doctor of osteopathic medicine (D.O.) or medical group if: You have health care insurance for injuries/illness that are not work related, the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records; your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for non-occupational illnesses and injuries; prior to the injury your doctor agrees to treat you for work injuries or illnesses; prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury/illness, and (2) your personal doctor's name and business address.

You may use this form, a form provided by your employer or provide all the information in writing to notify your employer if you wish to have your personal medical doctor or a doctor osteopathic medicine treat you for a work-related injury/illness and the above requirements are met.

### Notice Of Pre-designation Of Personal Physician

**Employee: Complete this section**

Employer \_\_\_\_\_

If I have a work-related injury or illness, I choose to be treated by:

(Name of doctor) (M.D., D.O., or medical group)

(street address, city, state, zip)

(telephone number)

Employee Name (please print): \_\_\_\_\_

Employee's Address: \_\_\_\_\_

Name of Insurance Company, Plan, or Fund providing health coverage for nonoccupational injuries or illnesses: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

Note to Employee: Unless you agree in writing, neither your employer or York may contact your personal physician to confirm a pre-designation. If your physician does not sign this form, other documentation that they agreed to be pre-designated prior to the injury will be required. If you agree, your employer or York may contact your personal physician to confirm this pre-designation, sign and date below:

Employee Signature \_\_\_\_\_

Employee # \_\_\_\_\_ Date \_\_\_\_\_

**Physician: I agree to this Pre-designation:**

Signature: \_\_\_\_\_ Date \_\_\_\_\_

(Physician or Designated Employee of the Physician)

The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be pre-designated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3). (Optional DWC Form 9783 July 1, 2014)

## Notice Of Personal Chiropractic Or Personal Acupuncturist

If your employer or your employer's insurer does not have a Medical Provider Network (MPN), you may be able to change your treating physician to your personal chiropractor (D.C.) or acupuncturist (L.A.C.) following a work-related injury/illness. In order to be eligible to make this change, you must give your employer the name and business address of a personal D.C. or L.A.C. in writing prior to the injury/illness. York generally has the right to select your treating physician within the first 30 days after your employer knows of your injury/illness. After your employer or York has initiated your treatment with another physician during this period, you may then, upon request, have your treatment transferred to your personal D.C. or L.A.C. You may use this form to notify your employer of your personal D.C. or L.A.C., or your employer may have their own form. The D.C. or L.A.C. must be your regular D.C. or L.A.C. who has directed your treatment and retains your chiropractic records and history. If your employer has an MPN, you may only switch to a D.C. or L.A.C. within the MPN. A chiropractor cannot be your treating physician after 24 visits. If you still require medical treatment thereafter, you will have to select a physician who is not a chiropractor. This prohibition shall not apply to visits for postsurgical physical medicine visits prescribed by the surgeon, or physician designated by the surgeon, under the postsurgical component of the Division of Workers' Compensation's Medical Treatment Utilization Schedule.

\_\_\_\_\_  
Name of chiropractor or acupuncturist (D.C., L.A.C.)

\_\_\_\_\_  
(street address, city, state, zip code)

\_\_\_\_\_  
(telephone number)

Employee Name (Please Print): \_\_\_\_\_

Employee's Address: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature:

Date: \_\_\_\_\_  
Title 8, California Code of Regulations, section 9783.1  
(Optional DWC Form 9783.1 Effective date July 1, 2014)

### WHEN A WORK INJURY OCCURS...

- **Quickly seek first aid.**
- **Call 9-1-1 for help immediately if emergency medical care is needed.**
- **Immediately report injuries to your supervisor or employer representative at** \_\_Company Nurse - 1-800-770-0929\_\_\_\_\_  
\_\_\_\_Benefits Department - 949-580-3424\_\_\_\_\_

**Information & Assistance Office:** \_\_Dept of Worker's Compensation\_\_

\_\_\_\_1065 N. Pacific Center Drive, Anaheim, CA 92806-2141\_\_\_\_\_

\_\_\_\_714-414-1801\_\_\_\_\_

### **Employer MUST complete this information**



# The Facts About Workers' Compensation



**YORK**  
Risk Services Group

**York Risk Services Group, Inc.**  
**P.O. Box 619079**  
**Roseville, CA 95661**  
**Phone (866) 221-2402**  
**Fax (866) 548-2637**



**What is workers' compensation?** Its purpose is to insure that an employee who is found to sustain an industrial injury or illness will be provided with benefits to medically cure or relieve them from the effects of the injury/illness, provide temporary compensation when they are medically unable to perform any occupational function, compensation for any residual handicap and/or impairment of bodily function, benefits for dependents if an employee dies as a result of an injury/illness, protection from discrimination by his/her employer because of the injury/illness.

**Am I Covered?** Nearly every person employed in California is protected by workers' compensation, however there are a few exceptions. People that are self-employed or volunteer workers may not be covered. Similar laws cover federal and maritime workers. York Risk Services Group (York) is your employer's claims administrator. Your employer or York can answer any questions you might have about coverage.

**What Does Workers' Compensation Cover?** If you have an injury/illness due to your job, it is covered. The cause can be a single event, like a fall or it can be due to repeated exposures, such as hearing loss due to constant loud noise. Injuries ranging from first-aid to serious accidents are covered. Even injuries related to a workplace crime, such as psychological or physical injuries, are covered under workers' compensation. Some injuries that result from voluntary activity, such as off duty social or athletic activities may not be covered. Check with your employer or York if you have questions. Coverage begins the moment you start your job. There is no probationary period or wage rate.

**Duty Of The Employee.** Immediately notify your employer or York so you can get the medical help that you need without delay. If your injury is greater than a first-aid injury, your supervisor will give you a Claim Form (Form DWC-1) for you to describe where, when and how it happened. To submit a claim, fill out the "Employee" section of the DWC-1. Keep one copy of this form and give the remaining pages to your supervisor. Your employer will fill out the "Employer" section and return a signed and dated copy of the form to you. Your employer will keep a copy of this form and forward another to York. York is in charge of handling your claim and informing you about your eligibility for benefits.

Your claim benefits do not start until your employer knows about your injury, so report and file the DWC-1 as quickly as possible. California law requires your employer to authorize medical treatment within one working day of receipt of your Claim Form. Employers are liable for up to \$10,000 in treatment pending a decision by York for a claim to be accepted or rejected. Waiting to report may delay workers' compensation benefits. You may not receive benefits if you fail to file a claim within one year of the date of injury, the date you know the injury was work related, or the date benefits were last provided.

**Duty of the Employer:** Provide this form to every employee at the time of hire or by the end of their first pay period.

Within one working day, upon knowledge or notice from any source of a work injury/illness greater than first-aid, provide the employee with a Claim Form (DWC-1) and authorize medical treatment and report the claim to York Risk Services Group.

**What are the benefits?** You may be entitled to various kinds of benefits under California workers' compensation law including:

**Medical Care:** Medical treatment that is reasonably required to cure or relieve the injured worker from the effects of the injury/illness. There is no deductible or co-payment. These medical benefits may include lab tests, physical therapy, hospital services, medication and treatment by a doctor.

State law limits certain medical services as of January 1, 2004. You should never receive a medical bill. If additional treatment is necessary, York will coordinate medical care that meets applicable treatment guidelines for the injury. The doctor may be a specialist for your specific type of injury, and he or she will be familiar with workers' compensation requirements and will report promptly to York so your benefits can be paid.

The physician with overall responsibility for treating your injury/illness is your primary treating physician (PTP). The PTP decides what kind of medical care you need and if you have work restrictions. If necessary, the PTP will review your job description with you and your employer to define any limitation or restrictions that you may have. This doctor also is responsible for coordinating care between other medical providers and will write reports about any permanent impairment of bodily function(s) or the need for future medical care. Generally, your employer selects the PTP you will see for the first 30 days, but if you want to change doctors for any reason, ask your employer or York. They're as interested as you are in your prompt recovery and return to work and will select a different doctor for you. If your employer has a Medical Provider Network (MPN) you will be directed to treat with a physician within the MPN and different rules apply regarding changing your physician.

You can be treated by your personal physician or medical group immediately if you have health care insurance for injuries or illness that are not work related, and your physician agrees in advance to treat you for any work injuries/illnesses and has previously directed your treatment and retains your medical records and agrees, prior to your injury/illness, to treat you for workplace injuries/illnesses and you gave your employer your physician's name and address in writing before the injury. You may use the form inside of this pamphlet or your employer may have a form for you to use.

If you give the name of your personal chiropractor or acupuncturist, different rules apply, and you may need to see an employer-selected physician first.

**Temporary Disability Benefits:** If you are not medically able to work for more than three days due to your work-related injury, counting weekends, you have a right to temporary disability (TD) payments to assist substituting your lost wages. After two weeks from reporting the injury, you will receive a check. If your employer has a salary continuation plan, your benefit may be included in your regular paycheck. TD is payable every 14 days until the doctor states you can return to work (Payments won't be made for the first three days, though, unless you're hospitalized as an inpatient or unable to work more than 14 days). The amount of the payments will be two-thirds of your average wage, subject to minimums and maximums set by the state legislature. Although the TD payment will not be the full amount of your regular paycheck, there are no deductions and the payments are tax-free. For injuries occurring on or after January 1, 2008, TD payments are limited to 104 compensable weeks within five years of date of injury. For a few long-term injuries such as chronic lung disease or severe burns, TD payments can last up to 240 weeks within five years from the date of injury. If you reach the maximum TD payment period before you can return to work or before your condition becomes permanent and stationary. See the "Other Benefits" section of this pamphlet for additional information. A timely filing with Employment Development Department may result in additional State Disability benefits when TD benefits are delayed, denied, or terminated.

**Permanent Disability:** If your doctor says your injury will always leave you with some permanent impairment of bodily function(s), you may receive permanent disability (PD) payments. The amount depends on the doctor's report, how much of the PD was directly caused by your work, and factors such as your age, occupation, type of injury, and date of injury. State law determines minimum and maximum amounts, and they vary by injury date. If you are entitled to PD, York will send you a letter explaining how the benefit was calculated. If the injury

causes PD, the first payment of PD benefits is made within 14 days after the last payment of TD, unless your employer has offered you a position that pays at least 85% of your date of injury wages or if you are returned to a position that pays you 100% of the wages and, compensation paid to you on the date of injury, the PD would be paid after an Award issues.

**Supplemental Job Displacement Benefit (SJDB):** If you have a permanent whole person impairment, the eligibility for SJDB begins when your employer does not offer regular work, permanent, modified, or alternative work within 60 days of the receipt of a doctor's Medical Maximum Improvement (MMI) report. This is a nontransferable voucher for education-related retraining and/or skill development at state-approved schools, tools, licensing, certification fees and other resources as possible benefits. If you qualify for the supplemental job displacement benefit, York will provide a voucher up to a maximum of \$6,000.

**Death Benefits:** If the injury/illness causes death, payments may be made to your dependents. State law sets these benefits and the total benefit depends on the number of dependents. The payments are made at the same rate as TD payments. In addition, workers' compensation provides a burial allowance.

**Discrimination:** It is a violation of Labor Code Section 132(a) and illegal for your employer to punish or fire you for having a workplace injury/illness, for filing a claim or for testifying in another person's workers' compensation case. If your employer is found guilty of discrimination, you would be entitled to increased benefits, reinstatement and reimbursement for lost wages and benefits.

**Other Benefits:** Sometimes people confuse workers' compensation with State Disability Insurance (SDI). Workers' compensation covers on-the-job injuries/ illnesses and is paid for by your employer or their insurance. On the other hand, SDI covers off-the-job injuries or sicknesses, and is paid for by deductions from your paycheck. If you are not getting workers' compensation benefits, you may be able to get State Disability benefits. Contact the local office of the State Employment Development Department listed in the government pages of your phone book for more information.

You may be eligible to access the return-to-work fund, for the purposes of making supplemental payments to injured worker's whose PD benefits are disproportionately low in comparison to their earnings loss. If you have questions or think you qualify, contact the Information & Assistance office listed in this pamphlet or visit the DIR website at: [www.dir.ca.gov/dwc](http://www.dir.ca.gov/dwc).

**If You Still Have Questions...**ask your supervisor or employer representative. Or contact York at the number indicated on workers' compensation posters at work and on this brochure. You can also contact the State Division of Workers' Compensation (DWC) and speak with an Information and Assistance Officer. These officers are available to review problems, answer questions and provide additional written information about workers' compensation at no charge. The local office is listed below and posted at your workplace. You can also call 800-736-7401 or visit the DWC website at: <http://www.dir.ca.gov/dwc>.

21a

#### WORKERS' COMPENSATION FRAUD IS A FELONY

Anyone who makes or causes to be made any knowingly false or fraudulent material statement for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. Fines can be up to \$150,000 and imprisonment up to five years.



### Designación previa del médico personal

En el caso que usted sufra una lesión o enfermedad relacionada con su empleo, usted puede ser tratado por su lesión/enfermedad por su médico personal con grado de Doctor en Medicina (M.D.), Doctor en Osteopatía (D.O.) o grupo médico si: tiene seguro médico para lesiones/enfermedades que no están relacionadas al trabajo, el médico es su médico de cabecera, quien deberá ser un médico que ha limitado su práctica de medicina a la medicina general o que es un internista certificado por el consejo o internista, pediatra, gineco-obstetra, o médico de familia legible por el consejo, y ha dirigido previamente su tratamiento médico, y conserva sus registros médicos; su "médico personal" puede ser un grupo médico si se trata de una corporación o asociación simple compuesta de médicos licenciados en medicina u osteopatía, que opere un grupo médico de múltiples especialidades integradas que presta servicios médicos integrales sobre todo para enfermedades y lesiones no ocupacionales; antes de la lesión su médico está de acuerdo en darle el tratamiento para lesiones o enfermedades ocupacionales; antes de la lesión usted proporcionó a su empleador por escrito lo siguiente: (1) notificación de que usted desea que su médico personal le trate por una lesión o enfermedad relacionada con el trabajo y (2) el nombre y dirección comerciales de su médico personal.

Usted puede utilizar este formulario, proporcionado por su empleador o proporcionar toda la información por escrito para notificar a su empleador si desea que su médico personal con grado de Doctor en Medicina o Doctor en Osteopatía le trate por su lesión/enfermedad relacionada con el trabajo y se cumplen los requisitos mencionados anteriormente.

### Aviso de Designación Previa de Médico Personal

#### Empleado(a): Complete esta sección

Empleador \_\_\_\_\_  
Si tengo una enfermedad o lesión relacionada con el trabajo, elijo ser tratado(a) por:

\_\_\_\_\_  
(Nombre del médico) (M.D., D.O., o grupo médico)

\_\_\_\_\_  
(dirección calle, ciudad, estado, código postal)

\_\_\_\_\_  
(número de teléfono)

Nombre de empleado (por favor usar letra de imprenta): \_\_\_\_\_  
Dirección del empleado: \_\_\_\_\_  
Nombre de la Compañía de Seguros, Plan o Fondo que le proporciona cobertura de salud para lesiones o enfermedades no ocupacionales: \_\_\_\_\_

Firma del empleado: \_\_\_\_\_  
Fecha: \_\_\_\_\_

Nota para el Empleado: A menos que usted esté de acuerdo por escrito, ni su empleador ni York pueden comunicarse con su médico personal para confirmar una designación previa. Si su médico no firma este formulario, será necesaria una documentación que confirme la aceptación en ser designado antes de la lesión. Si usted está de acuerdo, su empleador o York pueden comunicarse con su médico personal para confirmar esta designación previa, firme y coloque la fecha a continuación:

Firma del empleado: \_\_\_\_\_

Fecha \_\_\_\_\_

#### Médico: Acepto esta designación previa:

Firma: \_\_\_\_\_ Fecha: \_\_\_\_\_  
(Médico o Empleado Designado del Médico)

No se exige que el médico firme este formulario; sin embargo, si el médico o empleado designado por el médico o grupo médico no firma, se exigirá otro documento de la aceptación del médico de la designación previa en

conformidad con el Título 8, Código de Normas de California, sección 9780.1(a)(3).

### Aviso del Quiropráctico o Acupunturista Personal

Si su empleador o aseguradora de su empleador no tiene una Red de Proveedores Médicos (MPN por sus siglas en inglés), usted puede cambiar que su médico tratante sea su quiropráctico (D.C., por sus siglas en inglés) o acupunturista (L.A.C., por sus siglas en inglés) personales luego de una lesión/enfermedad relacionada con el trabajo. A fin de ser elegible para hacer este cambio, usted debe dar a su empleador el nombre y dirección comercial de un quiropráctico o acupunturista personales por escrito antes de la lesión/enfermedad. York generalmente tiene el derecho de seleccionar a su médico tratante en el periodo de los primeros 30 días luego que su empleador se entere de su lesión/enfermedad. Después que su empleador o York hayan iniciado su tratamiento con otro médico durante este periodo, usted podrá, previa solicitud, hacer que su tratamiento sea transferido a su quiropráctico o acupunturista personales. Usted puede usar este formulario para notificar a su empleador acerca de su quiropráctico o acupunturista personales, o su empleador puede tener su propio formulario. El D.C. o L.A.C. deben ser su D.C. o L.A.C. habituales que han dirigido su tratamiento y conservan sus registros e historia de quiropraxia. Si su empleador tiene una red de proveedores médicos (MPN, por sus siglas en inglés), usted sólo puede cambiar a un D.C. o L.A.C. dentro de la MPN. Si un quiropráctico no puede ser su médico tratante después de 24 visitas. Si aún requiere de tratamiento médico de ahí en adelante, tendrá que elegir un médico que no sea quiropráctico. Esta prohibición no se aplicará a las visitas de medicina física posquirúrgicas prescritas por el cirujano o médico designado por el cirujano, en el marco del componente posquirúrgico de la División de Tratamiento Médico programa de Utilización de Compensación para Trabajadores.

\_\_\_\_\_  
Nombre del quiropráctico o acupunturista (D.C., L.A.C.)

\_\_\_\_\_  
(dirección calle, ciudad, estado, código postal)

\_\_\_\_\_  
(número de teléfono)

Nombre de empleado (Por favor use letra de imprenta): \_\_\_\_\_

Dirección del empleado: \_\_\_\_\_

Firma del empleado: \_\_\_\_\_

Fecha: \_\_\_\_\_  
(Formulario Opcional DWC 9.783,1 Fecha Efectiva 1 de julio 2014)

#### CUANDO OCURRE UNA LESIÓN EN EL TRABAJO ...

- Busque rápidamente primeros auxilios.
- Llame al 9-1-1 para solicitar ayuda inmediata, si es una emergencia, se requiere atención médica.
- Informe inmediatamente las lesiones a su supervisor o representante del empleador en \_\_\_\_\_  
Escriba aquí el número de su seguro de salud: \_\_\_\_\_  
Escriba aquí el número de su seguro de salud: \_\_\_\_\_

Oficina de Información y Asistencia: \_\_\_\_\_  
Escriba aquí el número de su seguro de salud: \_\_\_\_\_  
Escriba aquí el número de su seguro de salud: \_\_\_\_\_

### El empleador DEBE completar esta información

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# Información Acerca de Compensación del Trabajador



Risk Services Group

York Risk Services Group, Inc.  
P.O. Box 619079  
Roseville, CA 95661  
Teléfono (866) 221-2402  
Fax (866) 548-2637

Aprobado por la División de Compensación del Trabajador

**¿Qué es la compensación del trabajador?** Su propósito es asegurar que un empleado que sufre una lesión o enfermedad ocupacional reciba beneficios para curar o aliviar médicamente los efectos de la lesión/enfermedad, proporcionar compensación temporal, cuando el empleado sea médicamente incapaz de realizar cualquier función ocupacional, compensación por cualquier discapacidad residual y/o impedimento de la función corporal, beneficios para los dependientes si un empleado fallece como consecuencia de una lesión/enfermedad, protección contra la discriminación de su empleador debido a la lesión/enfermedad.

**¿Tengo cobertura?** Casi todas las personas empleadas en California están protegidas por la compensación del trabajador; sin embargo, hay algunas excepciones. Las personas que trabajan de manera independiente o trabajadores voluntarios no pueden tener cobertura. Las leyes similares cubren a los trabajadores federales y marítimos. Su empleador está automáticamente asegurado. York Risk Services Group (York) es el administrador de reclamaciones de su empleador. Su empleador o York pueden responder a cualquier pregunta que usted tenga acerca de la cobertura.

**¿Qué cubre la Compensación del Trabajador?** Si usted tiene una lesión/enfermedad debido a su trabajo, usted tiene cobertura. La causa puede ser un solo evento, como una caída, o puede ser debido a exposiciones repetidas, como la pérdida de audición debido al ruido fuerte y constante. Las lesiones que varían desde primeros auxilios a accidentes graves tienen cobertura. Incluso las lesiones relacionadas con un delito en el lugar de trabajo, tales como lesiones físicas o psicológicas, tienen cobertura de la compensación del trabajador. Algunas lesiones que resultan de actividades voluntarias, como actividades sociales o deportivas fuera del servicio, no pueden tener cobertura. Consulte con su empleador o York si usted tiene preguntas. La cobertura comienza en el momento de empezar su trabajo. No hay período de prueba o tarifa de salario.

**Deber del Empleador.** Notifique inmediatamente a su empleador o York de manera que usted pueda conseguir la ayuda médica que usted necesita sin demora. Si su lesión es mayor que una lesión de primeros auxilios, su supervisor le dará un Formulario de Reclamación (Formulario DWC-1) para que usted describa dónde, cuándo y cómo sucedió. Para presentar una reclamación, complete la sección "Empleador" del DWC-1. Guarde una copia de este formulario y entregue las páginas restantes a su supervisor. Su empleador deberá completar la sección "Empleador" y entregarle una copia firmada y fechada. Su empleador conservará una copia de este formulario y enviará otra a York. York está a cargo de manejar su reclamación e informarle a usted acerca de su elegibilidad para recibir beneficios.

Sus beneficios de reclamación no se inician hasta que su empleador se entere de su lesión, por ello informe y presente el DWC-1 tan pronto como sea posible. Las leyes de California exigen que su empleador autorice el tratamiento médico en el plazo de un día hábil luego de haber recibido su Formulario de Reclamación. Los empleadores son responsables de un máximo de \$10,000 por el tratamiento en espera de una decisión de York sobre la aceptación o rechazo de una reclamación. Esperar el informe puede retrasar los beneficios de indemnización del trabajador. Usted no puede recibir beneficios si no presenta una reclamación en el período de un año luego de la fecha de la lesión, la fecha en que usted se entera que su lesión era ocupacional, o la fecha en que se proporcionaron por última vez los beneficios.

**Deber del Empleador:** Entregue este formulario a todos los empleados en el momento de la contratación o al final de su primer período de pago.

En el período de un día hábil, al conocer o recibir aviso por parte de cualquier fuente de una lesión/enfermedad ocupacional mayor que primeros auxilios, entregue al empleado un formulario de reclamación (DWC-1) y autorice tratamiento médico e informe la reclamación a York Risk Services Group.

**¿Cuáles son los beneficios?** Usted puede tener derecho a diversos tipos de beneficios en virtud de la ley de compensación del trabajador de California, incluyendo:

**Atención médica:** El tratamiento médico que sea razonablemente necesario para curar o aliviar al trabajador lesionado de los efectos de la lesión/enfermedad. No hay deducible ni costo. Estos beneficios médicos pueden incluir análisis de laboratorio, terapia física, servicios de hospital, medicamentos y tratamiento por un médico. La ley estatal limita ciertos servicios médicos a partir del 1 de enero de 2004. Usted nunca debe recibir una factura médica. Si el tratamiento adicional es necesario, York coordinará la atención médica que cumpla con la norma aplicable de tratamiento para la lesión. El médico puede ser un especialista para su

tipo específico de lesión, deberá considerarlo requisito de compensación del trabajador e informará con prontitud a York de manera que se pague a usted sus beneficios.

El médico con la responsabilidad general del tratamiento de su lesión/enfermedad es el médico de atención primaria (PTP, por sus siglas en inglés). El PTP decide qué tipo de atención médica usted necesita y si usted tiene restricciones de trabajo. Si es necesario, el PTP revisará la descripción de su trabajo con usted y su empleador para definir cualquier limitación o restricción que usted pueda tener. Este médico también es responsable de coordinar la atención entre los demás proveedores de servicios médicos y, si es una lesión grave, escribirá los informes sobre cualquier discapacidad permanente de las funciones corporales o la necesidad de atención médica en el futuro. Generalmente, su empleador selecciona al PTP que usted verá durante los primeros 30 días, pero si usted desea cambiar de médico por cualquier motivo, pregunte a su empleador o York. A su empleador le interesa tanto como a usted su pronta recuperación y retorno al trabajo y seleccionará un médico diferente para usted. Si su empleador tiene una Red de Proveedores Médicos (MPN, por sus siglas en inglés), usted será dirigido a tratarse con un médico dentro de la MPN y se aplican reglas diferentes sobre cómo cambiar a su médico.

Usted puede ser tratado por su médico personal o grupo médico de inmediato si tiene seguro médico para lesiones o enfermedades que no estén relacionadas al trabajo, y si su médico estuvo de acuerdo por adelantado en darle el tratamiento para las lesiones o enfermedades ocupacionales y ha dirigido previamente su tratamiento y conserva sus registros médicos y está de acuerdo, antes de su lesión/enfermedad, en atenderle por sus lesiones o enfermedades ocupacionales, y usted entregó a su empleador el nombre de su médico y la dirección por escrito antes de la lesión. Usted puede utilizar el formulario dentro de este folleto o su empleador puede tener un formulario para que usted lo utilice.

Si usted da el nombre de su quiropráctico o acupunturista personal, se aplican reglas diferentes, y usted puede necesitar ver primero a un médico seleccionado por el empleador.

**Beneficios de discapacidad temporal:** Si usted no es médicamente capaz de trabajar durante más de tres días debido a su lesión relacionada con el trabajo, contando los fines de semana, usted tiene el derecho a pagos de discapacidad temporal (TD, por sus siglas en inglés) para ayudarle en la sustitución de sus salarios perdidos. Después de dos semanas a partir de la presentación del informe de la lesión, usted recibirá un cheque. Si su empleador tiene un plan de continuación de salario, sus beneficios pueden ser incluidos en su cheque de pago habitual. TD se paga cada 14 días hasta que el médico declare que usted puede retornar al trabajo (sin embargo los pagos no se hacen durante los primeros tres días, a menos que usted esté hospitalizado o no pueda trabajar más de 14 días). El monto de los pagos será dos tercios de su salario promedio sujetos a los mínimos y máximos establecidos por la legislatura estatal. Aunque el pago por discapacidad temporal no será el monto total de su cheque de pago habitual, no hay deducciones y los pagos están libres de impuestos. Para lesiones que ocurren a partir del 1 de enero de 2008, los pagos por discapacidad temporal se limitan a 104 semanas compensables en el período de cinco años luego de la fecha de la lesión. Para unas pocas lesiones a largo plazo, tales como enfermedad pulmonar crónica o quemaduras severas, los pagos por discapacidad temporal pueden durar hasta 240 semanas en el período de cinco años a partir de la fecha de la lesión. Si usted alcanza el máximo pago por discapacidad temporal antes que usted pueda retornar al trabajo, su condición se convierte en permanente y estacionaria. Vea la sección "Otros Beneficios" de este folleto para más en la información. La presentación oportuna al Departamento de Desarrollo de Empleo puede dar lugar a beneficios Estatales de Discapacidad adicionales cuando los beneficios por discapacidad temporal se retrasan, deniegan o cancelan.

**Discapacidad permanente:** Si su médico dice que su lesión siempre le dejará con cierta discapacidad permanente de las funciones corporales, usted puede recibir pagos de discapacidad permanente (PD, por sus siglas en inglés). El monto depende del informe médico, la cantidad de discapacidad permanente que fue causada directamente por su trabajo, y factores como su edad, ocupación, tipo de lesión, y fecha de la lesión. La ley estatal determina los montos mínimos y máximos, y varían según la fecha de la lesión. Si usted tiene derecho a discapacidad permanente, York le enviará una carta explicando cómo se calculó el beneficio. Si la lesión causó una discapacidad permanente, el primer pago vence en el período de 14 días a partir del pago final por discapacidad temporal, salvo que su empleador le haya ofrecido a usted un puesto de trabajo que pague un mínimo del 85% del salario de su fecha de lesión o si regresó a un puesto de trabajo que paga el 100% del salario y, las

prestaciones pagadas a usted en la fecha de la lesión, la discapacidad permanente se pagará después que se emita la adjudicación.

**Beneficios complementario por desplazamiento laboral (SJDB, por sus siglas en inglés):** Si usted tiene una discapacidad permanente, la elegibilidad para el beneficio complementario por desplazamiento laboral comienza cuando su empleador no tiene trabajo regular, permanente, modificado o alternativo en un período de 60 días a partir del recibo de un informe de Mejoría Máxima Médica (MMI por sus siglas en inglés). Esto es un vale no transferible para cuotas de reentrenamiento y/o desarrollo de habilidades relacionadas con la educación en escuelas autorizadas por el estado, herramientas, autorización de licencias y certificación así como otros recursos como beneficios posibles. Si usted califica para el beneficio complementario por desplazamiento laboral, York ofrecerá un vale por un monto máximo de \$6,000.

**Beneficios por defunción:** Si la lesión/enfermedad causa la muerte, los pagos se pueden efectuar a sus dependientes. Las leyes estatales establecen estos beneficios y el beneficio total depende del número de dependientes. Los pagos se hacen a la misma tarifa que los pagos por discapacidad temporal. Además, la compensación del trabajador ofrece un monto asignado por concepto de sepelio.

**Discriminación:** Es una infracción del Código Laboral, Sección 132(a) e ilegal que su empleador le castigue o despidan por sufrir una lesión/enfermedad ocupacional, presentar una reclamación o atestiguar en el caso de compensación del trabajador de otra persona. Si su empleador es declarado culpable de discriminación, usted tendría derecho a un aumento de beneficios, restitución y reembolso de los salarios y beneficios perdidos.

**Otros beneficios:** A veces se confunde la compensación del trabajador con el Seguro Estatal de Discapacidad (SDI, por sus siglas en inglés). La compensación del trabajador las lesiones/enfermedades ocupacionales, y es pagada por su empleador o su aseguradora. Por otro lado, el SDI cubre las lesiones o enfermedades ocurridas fuera del trabajo, y es pagado mediante deducciones de su cheque de pagos. Si usted no está recibiendo beneficios de compensación del trabajador, puede ser capaz de obtener los beneficios de Discapacidad del Estado. Póngase en contacto con la oficina local del Departamento de Desarrollo de Empleo del Estado que aparece en las páginas gubernamentales de su directorio telefónico para obtener más información.

Puede ser elegible para acceder al fondo de regreso al trabajo, con el fin de hacer pagos complementarios a trabajadores lesionados cuyos beneficios de discapacidad permanente son desproporcionalmente bajos en comparación con su pérdida de ganancias. Si tiene alguna pregunta o cree que califica, póngase en contacto con la oficina de Información y asistencia indicada en este folleto o visite el sitio web de DIR en: [www.dir.ca.gov](http://www.dir.ca.gov).

**Si usted todavía tiene preguntas...** pregunte a su supervisor o representante del empleador. O póngase en contacto con York llamando al número que se indica en los afiches de compensación del trabajador colocados en el trabajo y en este folleto. También puede comunicarse con la División Estatal de Compensación del Trabajador (DWC, por sus siglas en inglés) y hablar con un Funcionario de Información y Asistencia. Estos funcionarios están disponibles para examinar los problemas, responder preguntas y proporcionar información adicional escrita sobre la compensación del trabajador de manera gratuita. La oficina local se muestra a continuación y se publicará en su lugar de trabajo. Usted también puede llamar al 800-736-7401 o visitar el sitio web de DWC: <http://www.dir.ca.gov/dwc>

**EL FRAUDE DE COMPENSACIÓN LABORAL ES UN DELITO GRAVE**

Toda persona que haga o disponga que se haga una declaración material deliberadamente falsa o fraudulenta con el fin de obtener o denegar los beneficios o pagos de la compensación laboral es culpable de un delito grave. Las multas pueden ser de hasta un máximo de \$150,000 y el encarcelamiento de hasta un máximo de cinco años.



# New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-0149  
(expires 5-31-2020)

## PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

### Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

### How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact \_\_\_\_\_.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

<sup>1</sup> An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

## PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name		4. Employer Identification Number (EIN)	
5. Employer address		6. Employer phone number	
7. City	8. State	9. ZIP code	
10. Who can we contact about employee health coverage at this job?			
11. Phone number (if different from above)		12. Email address	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:

☐ All employees. Eligible employees are:

☐ Some employees. Eligible employees are:

- With respect to dependents:

☐ We do offer coverage. Eligible dependents are:

☐ We do not offer coverage.

- ☐ If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

\*\* Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

**13. Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?**

☐ **Yes** (Continue)

13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? \_\_\_\_\_ (mm/dd/yyyy) (Continue)

☐ **No** (STOP and return this form to employee)

**14. Does the employer offer a health plan that meets the minimum value standard\*?**

☐ Yes (Go to question 15) ☐ No (STOP and return form to employee)

**15. For the lowest-cost plan that meets the minimum value standard\* offered only to the employee** (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/ she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

a. How much would the employee have to pay in premiums for this plan? \$ \_\_\_\_\_

b. How often? ☐ Weekly ☐ Every 2 weeks ☐ Twice a month ☐ Monthly ☐ Quarterly ☐ Yearly

If the plan year will end soon and you know that the health plans offered will change, go to question 16. If you don't know, STOP and return form to employee.

**16. What change will the employer make for the new plan year?** \_\_\_\_\_

☐ Employer won't offer health coverage

☐ Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.\* (Premium should reflect the discount for wellness programs. See question 15.)

a. How much would the employee have to pay in premiums for this plan? \$ \_\_\_\_\_

b. How often? ☐ Weekly ☐ Every 2 weeks ☐ Twice a month ☐ Monthly ☐ Quarterly ☐ Yearly

• An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36B(c)(2)(C)(ii) of the Internal Revenue Code of 1986)



# Understanding Your 457(b)

## Overview

The 457(b) is a Deferred Compensation Plan (DCP) developed by the IRS to allow you to save pre-tax dollars for retirement to supplement your CalSTRS/CalPERS pension plan. On average, your pension replaces 50-65% of income in retirement.<sup>1,2</sup> Currently, studies show that at a minimum, approximately 80% of income replacement is necessary to maintain the same standard of living in retirement.<sup>3</sup> A 457(b) offers school employees a way to bridge that gap while saving for retirement.

## Taxes

Contributions are made to a 457(b) before taxes are taken from your paycheck, reducing your taxable income. Taxes are paid on withdrawals, typically in retirement when you will likely be in a lower tax bracket.

## Withdrawals

Regardless of age, you may withdraw from a 457(b) when you leave your employer, or in the case of death, disability or unforeseeable emergency. Supporting documentation is required and you may be subject to penalty fees. Distributed funds cannot be rolled back into the plan.

## Loans

A loan may be taken against a 457(b) funds while you are still employed. Repayment terms and interest rates are determined by your plan's administrator, SchoolsFirst Plan Administration.

## Contribution Limits

In 2018, you may contribute up to \$18,500 to your 457(b). It is possible to make a catch-up contribution of up to \$18,500 more than the maximum if you meet the following requirements in 2018:

- Age 50+ = an additional \$6,000; or
- Age is within three years of Normal Retirement Age (NRA)\* = up to an additional \$18,500

## The Pre-Tax Savings Advantage

Based on a teacher's annual income of \$45,000

	457(b) Contribution		
	\$100/Month	\$300/Month	\$500/Month
Monthly gross income	\$3,750	\$3,750	\$3,750
Net paycheck	\$2,786	\$2,652	\$2,518
Change in your paycheck	\$67	\$201	\$335

\*NRA is typically 62 or 65. Check with your plan administrator.  
This is a hypothetical example used for illustrative purposes only and is not indicative of any specific investment.  
The example does not reflect any fees or charges that may apply.



## Here to help you

The 457(b) administrator for your district is SchoolsFirst Plan Administration. If you have questions, or would like to open a 457(b), please contact:

**Tim Shahryar**  
Retirement Plan Representative  
**Phone**  
714-474-4160  
**Email**  
tshahryar@SchoolsFirstfcu.org  
**Web site**  
www.SchoolsFirstfcu.org

**SCHOOLSFIRST**   
Plan Administration, LLC

A 457(b) account must be opened prior to your first contribution.  
A complete list of approved providers is available upon request.

SchoolsFirst Plan Administration, LLC is a wholly-owned affiliate of SchoolsFirst Federal Credit Union. Securities sold, advisory services offered through CUNA Brokerage Services, Inc. (CBSI), member FINRA/SIPC, a registered broker/dealer and investment advisor. CBSI is under contract with SchoolsFirst FCU to make securities available to Members. **Not NCUA/NCUSIF/FDIC insured, May Lose Value, No Financial Institution Guarantee. Not a deposit of any financial institution.** CUNA Brokerage Services, Inc., is a registered broker/dealer in all fifty states of the United States of America. **1.** Overview of the California State Teachers' Retirement System and Related Issues. **2.** California Public Employees' Retirement System Overview, 2016. **3.** "How much do you really need for retirement?" Forbes.com, 2015.

Representatives are not tax advisors. For information regarding your specific tax situation, please consult a tax professional.

# Online retirement access and tools to help you **Educate, Enroll, and Take Control**

We make it easy to stay on top of your retirement plans from wherever you are—enroll, monitor, and adjust your plan. You have all the tools necessary to achieve your goals at your fingertips.



## My Interactive Retirement Planner<sup>SM</sup>

- Determine how your current account balance may translate into potential retirement income
- Utilize Social Security and pension estimators for a more comprehensive view of your potential future savings



## My Health Care Estimator

- Understand your potential health care costs in retirement in less than five minutes
- Start preparing with insight into these potential expenses



## Access on your terms

- Sign up for an online account to get access to all of these features 24/7
- Learn about budgeting, dollar cost averaging, special considerations and more with a library of videos, relevant articles, and tools



## Professional Advice is just a phone call away

- Our advisors are available over the phone or we'll even come to your school or district office for in-person appointments
- Get support and answers to any questions you may have about your retirement savings

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# Understanding **Your 403(b)** & **Roth 403(b)**

## Overview

The 403(b) is a Tax-Sheltered Account (TSA) developed by the IRS to allow you to save for retirement and supplement your CalSTRS/CalPERS pension plan. On average, your pension replaces 50-65% of income in retirement.<sup>1,2</sup> Currently, studies show that at a minimum, approximately 80% of income replacement is necessary to maintain the same standard of living in retirement.<sup>3</sup> A 403(b) offers school employees a way to bridge that gap while saving for retirement.

## 403(b)

### Taxes

Contributions are made to a 403(b) before taxes are taken from your paycheck, reducing your taxable income. Taxes are paid on withdrawals, typically in retirement when you will likely be in a lower tax bracket.

### Withdrawals

You may begin to take withdrawals from a 403(b) at age 59½. Penalties may apply to withdrawals taken before this time.

### Loans

A loan may be taken against a 403(b) funds while you are still employed. Repayment terms and interest rates are determined by your plan's administrator, SchoolsFirst Plan Administration.

## Roth 403(b)

### Taxes

Contributions to a Roth 403(b) are made after taxes are taken from your paycheck, allowing your earnings to grow—and withdrawals taken—tax-free if the account has been open for at least five years and you are age 59½ or older.

### Withdrawals

You may make a withdrawal from a Roth 403(b) when you reach age 59½, upon severance of employment, or in case of hardship, disability or death.

### Loans

A loan may be taken against a Roth 403(b) while you are still employed. Repayment terms and interest rates are determined by your plan's administrator, SchoolsFirst Plan Administration.

## Contribution

In 2018, you may contribute up to \$18,500 to a 403(b) and/or Roth 403(b), combined. It is possible to contribute up to \$9,000 more than the maximum if you meet the following requirements:

- Age 50+ in 2018 = an additional \$6,000
- With employer 15+ years = an additional \$3,000



## Here to help you

The 403(b) administrator for your district is SchoolsFirst Plan Administration. If you have questions, or would like to open a 403(b) account, please contact:

### Tim Shahryar

Retirement Plan Representative

#### Phone

714-474-4160

#### Email

[tshahryar@SchoolsFirstfcu.org](mailto:tshahryar@SchoolsFirstfcu.org)

#### Web site

[www.SchoolsFirstfcu.org](http://www.SchoolsFirstfcu.org)

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