

I PERSONNEL ADMINISTRATION

A PERSONNEL FILE

All material to be placed in the Personnel file shall be processed through the administrator responsible for the maintenance of Personnel files.

1. Review Procedures of Personnel File

- a. Leadership personnel with a valid "right to know" or "need to know" may, with the Superintendent's authorization, review an employee's Personnel file.
- b. Board members may request to review an employee's file at a Personnel session of the entire Board. The contents of all Personnel files shall be kept in strictest confidence.
- c. Personnel files will be reviewed in the office where the files are maintained unless otherwise approved in writing through the Superintendent or administrator responsible for maintaining files.
- d. Personnel files shall be reviewed within the shortest time possible. In no case should a Personnel file be left unattended or left unfiled overnight.

2. File Review by Employee

- a. Employees wishing to inspect their Personnel file in the Office of Personnel services must first contact an administrator from Personnel to set up an appointment. The employee may bring a representative of the employee's choice while reviewing the file.
- b. Employees may examine their own Personnel file at a time when they are not required to render service to the district. Such inspection will take place in the office where the files are maintained, during normal business hours, in the presence of the administrative officer responsible for maintaining files.
- c. All reviews of Personnel files shall be recorded, including notation of date and time reviewed, and name of administrator present during the review.
- d. In no instance shall any material be removed from the file. (see above procedure regarding derogatory material).
- e. Any request by an employee to include any materials in the file must be approved by the administrative officer responsible for maintaining files.
- f. Requests for copies of material in Personnel file must be in writing.

I PERSONNEL ADMINISTRATION

B CREDENTIAL FILE

All material to be placed in the credential file shall be processed through the administrator responsible for the maintenance of credential files.

All certificated employees are personally responsible for registering their credentials with the county office of education and keeping them valid. All certificated employees are responsible for registering their credentials with the district and keeping them valid. Please share any written communication received from the California Commission on Teacher Credentialing regarding your credential, so that the Personnel Office may assist you and place a copy in your credential file.

1. Preliminary Credential

Holders of **preliminary** teaching credentials are personally responsible for completing the required credential classes within the allowed time frame.

Specifically, the Level I class must be completed within the first two years after the initial issuance of the teaching credential. After successful completion of the Level I class, one must submit the **Level I Verification Form (CL-787)** to the Personnel Office, which is then submitted to the certification section at Los Angeles County Office of Education (LACOE) so that your credential may be extended to the full five-year period. Without this Level I verification, teachers, by law, must be removed from the classroom until they have successfully completed the Level I requirement. Once your credential information expires, paychecks are not released by LACOE until credential information is updated.

In addition, holders of preliminary teaching credentials must complete the Level II and Health Education class within the 5-year period that the credential is valid.

2. Renewal of Credential

Credential holders must submit their renewal application six months prior to the expiration date. Instructions and application forms are available in the Personnel Office.

3. Professional Clear

For credential holders who renewed their preliminary credential after July 1996, the credential issued is referred to as "Professional Clear" as opposed to just "Clear" and requires verification of completion of 150 clock hours of professional growth at the time of renewal. Holders of Professional Clear teaching credentials are required to complete a total of 150 clock hours of planned and approved professional growth activities as specified in "The California Professional Growth Manual". This manual is sent by the California Commission on Teacher Credentialing along with the professional clear credential document. For your information, the manual is available on-line at the following address: http://www.ctc.ca.gov/credentialinfo/pgmanual_ds/pgmnds.html

As specified in the Professional Growth Manual (page 4), you must select and consult with a Professional Growth Advisor in order to plan a program of professional growth activities. Acceptable activities are listed and explained on pages 7 through 13 in your manual.

Persons holding a **Professional Clear** teaching credential are personally responsible for acquiring an advisor (requires approval of Personnel) for the planning and implementation of the professional growth requirements as set forth in the manual provided to you by the California Commission on Teacher Credentialing. Please use the "Professional Growth Advisor Selection" form and submit to Personnel for approval (form available in appendix).

II EMPLOYEE CLASSIFICATIONS

A CERTIFICATED EMPLOYEES

1. **“At Will” Employment / Hourly as needed**

All Certificated employees are hired on a “Hourly as Needed” basis unless hired onto the “Leadership/Support Personnel” salary schedule.

It should be remembered that “Hourly as Needed” employment is for an unspecified term and is at the mutual consent of the employee and the East San Gabriel Valley Regional Occupational Program. Consequently, the employment relationship can be terminated *at will*, at any time, by either the employee or the East San Gabriel Valley Regional Occupational Program, with or without cause or advance notice.

THE EAST SAN GABRIEL VALLEY ROP/TC IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER AND DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, ANCESTRY, AGE, DISABILITY, OR GENDER IN ANY OF ITS POLICIES, PROCEDURES, OR PRACTICES.

2. **Job Description, Instructor**

See following page.

INSTRUCTOR (Instructional Coordinator)

DEFINITION

Under the general supervision of the Superintendent or his/her designee, provide instruction to students within the occupational area or subject area designated. May possibly require job development & placement of students in the local communities for work site training.

ESSENTIAL DUTIES

Provide instruction that is relevant to current and future work specifications and job opportunities within the occupational or subject area; develop and update curriculum; develop and update instructional goals and objectives annually; update course outline annually; renew or initiate articulation agreements; update Job Market Survey annually; develop and maintain daily lesson plans; provide occupational and subject area instruction utilizing the most current materials and methods available; submit attendance records to the district in a timely manner; assist students in the attainment of their performance objectives; maintain classroom discipline and control; develop fair and unbiased grading and assessment procedures for student evaluation; submit grading information to the district in a timely manner; assist in student placement activities; complete follow-up surveys on graduates; organize and attend at least one (mandatory) advisory committee meeting each year; attend staff development meetings; assist in instructional program evaluations; perform other related duties as directed.

OTHER RELATED DUTIES MAY INCLUDE:

Travel between employers and workstations; conduct group discussions on subjects relating to the program; attend job fairs to promote program offerings.

EMPLOYEE STANDARDS

Training and Experience:

A valid credential to teach the subject area in the State of California and any combination of training and experience, which would indicate possession of the knowledge, skills, and abilities, listed herein.

Knowledge of:

- ?? Policies and procedures as they apply to student record-keeping;
- ?? Methods and procedures of operating modern computer and peripherals;
- ?? Formats and procedures for entering and retrieving various types of data;
- ?? Correct English usage, grammar, spelling, punctuation, and vocabulary;
- ?? Oral and written communications skills;
- ?? Applicable sections of State Education Code, Program Guidelines and other applicable laws;
- ?? Interpersonal skills using tact, patience, and courtesy.

Ability to:

- ?? Communicate effectively by reading, writing, and speaking the English language;
- ?? Establish and maintain effective relationships with students, staff and district personnel;
- ?? Perform routine clerical work;
- ?? Make routine arithmetic calculations with speed and accuracy;
- ?? Operate a computer and other office equipment after training;
- ?? Understand and follow oral and written directions.

Special Requirements:

- ?? Must possess a valid driver's license and show proof of insurance;
- ?? Have your own transportation;
- ?? Act professionally.

PHYSICAL DEMANDS

Employees in this classification stand, walk, bend, use fingers repetitively, communicate clearly, hear well, have depth perception, color vision and see small details and long distances well.

WORK ENVIRONMENT

Employees in this classification work primarily indoors with periodic visitations to work and training sites outside the boundary of the district and/or region.

3. Liability

a. Confidentiality

The protection of confidential, sensitive, and proprietary information is of critical importance to the organization, its member districts, its employees, clients, and students. It is therefore essential that all employees take steps to safeguard such information. Employees must not use any confidential, sensitive, or proprietary information of the organization in any manner that is unauthorized or detrimental to the best interests of the East San Gabriel Valley Regional Occupational Program and Technical Center or its member districts.

b. Student Safety

California laws place the liability for student accidents and injuries with the school district; however, the instructor is responsible for both the safe environment of the facility and the administration of a safe instructional program. To prevent student injury and the possibility of legal action, the instructor must not be negligent in the performance of a teaching assignment. Any of the following acts could provide a basis for accusation or inference of negligence on the part of the instructor. Negligence can be implied in many cases. It is important that the instructor be informed and aware of what is safe for the students.

1. Failure to provide proper safety instruction and supervision.
2. Failure to model professional behavior, i.e. respect for others, ethical conduct, emotional control.
3. Failure to supervise the assigned instructional area while class is in session.
4. Failure to correct a known, dangerous condition in the assigned area.
5. Failure to insure current emergency data is on file for all students.
6. Failure to prevent student from exposure to a known dangerous condition until it can be corrected by the instructor or proper agency.
7. Failure to follow established site rules i.e. regulations, student transport, problem behavior, etc.

THE INSTRUCTOR IS RESPONSIBLE FOR INSTRUCTING STUDENTS IN THE SAFE USE OF ANY TOOLS AND EQUIPMENT THAT MAY BE USED AS PART OF CLASSROOM TRAINING. ALL STUDENTS ARE REQUIRED TO TAKE AND PASS A SAFETY TEST BEFORE THEY ARE ALLOWED TO PARTICIPATE IN TRAINING ACTIVITIES. ALL SAFETY TESTS MUST BE KEPT ON FILE.

The reporting of the inferior physical condition of the facility and its equipment is also the responsibility of the instructor. Frequent inspections of the facility to ensure a safe environment should be made. If particular conditions cannot be self-corrected please complete and submit a Work Order Request Form so that

the condition(s) may be corrected. Students should not be exposed to unsafe conditions at any time.

c. Transportation of Students

The Travel Permission Slip Form (see appendix) must be completed for a student who wishes to travel in the automobile of an East San Gabriel Valley ROP staff member. **This form is to be used for an event only.** This form is not to be used as a blanket approval for transportation of students.

Note: Improper use of the Travel Permission Slip or the transport of students without first obtaining permission via this form, implies staff member accepts personal liability!

4. Substitute Information

Instructors are personally responsible for acquiring substitutes when absent from work. Substitute assignments are scheduled and assigned by the Personnel Office **ONLY**. If an assignment is accepted through another source, the substitute instructor may not be paid. **Teachers working directly at the high school campus must call the substitute request desk at that district, unless notified otherwise by Personnel.**

Substitute assignments must be scheduled with as much advance notice as possible. In case of illness or emergencies outside regular office hours, instructors must call and leave a message at (626) 472-5197 **before 6:00 a.m.** in order to increase the chances of securing a substitute instructor for that same day. Please leave a detailed message as instructed on the answer machine. For planned absences due to conferences, meetings, workshops, etc., please call Personnel as early as possible to schedule a substitute in advance. When requesting substitutes in advance, you will receive a confirmation notice indicating the date, time, and name of the substitute instructor. Please leave detailed instructions in your classroom for the substitute instructor when possible.

Each instructor must prepare a **substitute folder** to include the following information:

1. Class list by section
2. Student location if placed in the community
3. Work site names, addresses, phone number and contact person
4. Bus schedule
5. Contact person in an emergency (include location of your copies of the emergency forms)
6. Lesson plans with instructions
7. Special information:
 - **Dress Code**
 - **Restroom location**
 - **Location of materials**
 - **Equipment non-use**
 - **Emergency procedures**
8. Where to leave instruction folder, attendance, special information, etc.

Regular instructors will provide the substitute instructor with an attendance sheet and seating chart for each period. The instructors may designate a student assistant in each

period to help the substitute with absence reporting, audio-visual equipment operation, bus schedules, student identity, etc.

II EMPLOYEE CLASSIFICATIONS

B CLASSIFIED EMPLOYEES

1. “At Will” Employment / Hourly as Needed

Classified employees hired on an hourly basis must remember that “Hourly as Needed” employment is for an unspecified term and is at the mutual consent of the employee and the East San Gabriel Valley Regional Occupational Program. Consequently, the employment relationship can be terminated *at will*, at any time, by either the employee or the East San Gabriel Valley Regional Occupational Program, with or without cause or advance notice.

Classified “At Will” (hourly as needed) employees are hired for a period of specific length within this category. The most common variations in work year are 10-month, 11-month, and 12-month employees

2. Salaried

Classified employees hired as “salaried” (also referred to as “monthly”) employees are paid a predetermined amount constituting the employee’s compensation for the month regardless of the number of days in the month. Placement on the Classified Salary Schedule is determined by the Director of Personnel at the time of hire and is adjusted periodically for Cost of Living (COLA) and/or anniversary step increases. The salary is not subject to reduction because of variations in schedule or work product provided the employee works on a full-time basis (40 hours / week).

Classified salaried employees are hired for a period of specific length within this category. The most common variations in work year are 10-month, 11-month, and 12-month employees.

3. Job Descriptions

Job descriptions are available in the Personnel Office of all classified positions.

4. Liability

a. Confidentiality

The protection of confidential, sensitive, and proprietary information is of critical importance to the organization, its member districts, its employees, clients, and students. It is therefore essential that all employees take steps to safeguard such information. Employees must not use any confidential, sensitive, or proprietary information of the organization in any manner that is unauthorized or detrimental to the best interests of the East San Gabriel Valley Regional Occupational Program and Technical Center or its member districts.

b. **Unsafe or dangerous conditions**

The district is responsible for both the safe environment of the facility and the administration of a safe instructional program. If, at any time, an employee of the district observes a condition that they feel is unsafe or poses a potential danger to the health and/or safety of students, employees, or others, you are obligated to notify your supervisor. As a staff member you are personally responsible for reporting any unsafe or dangerous conditions and failure to notify your supervisor could result in discipline, loss of employment, and creates the potential for personal liability.

All staff members are responsible for creating and maintaining a safe and friendly environment for student learning.

5. Probationary Period

All new classified employees shall serve a probationary period of six months commencing with their first day of employment. During this period, the district and the employee will have an opportunity to determine whether further employment with the district is appropriate. The employer can extend the duration of the probationary period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate. Employment may be terminated at any time by the employee or the employer during the probationary period with, or without, cause.

III EMPLOYMENT COMPENSATION

A ABSENCES

Whenever you will be absent from work, you MUST notify the Del Norte Office at (626) 962-5080. If you work directly at the high school campus be sure to notify the designated person at the school district as well. This includes both planned and unexpected absences. In addition, **please notify your supervisor**, so that he/she can make adjustments as necessary because of your absence.

Any planned absences, approved by your supervisor, must be forwarded to the Del Norte main office in advance. Absence information is recorded and forwarded to the Business Office.

For certificated personnel requiring a substitute instructor, please refer to Substitute Information for specific instructions.

Upon your return to work, you will receive an affidavit (see "Affidavit of Absence" form in appendix) from the Business Office for your review. The affidavit must be completed and signed by both the employee and supervisor. Signed affidavits must be returned to the Business Office as soon as possible, so that absence information can be updated.

Individual absence information is provided to each staff member at the staff in-service in September, before the start of the fall semester. For updates on absence information during the year, please contact the receptionist in the Business Office.

Compensation provided for absences depends on the classification of the employee and the type of absence, e.g. illness, emergencies, vacation, etc. For detailed information on the types of leave, please see information provided below.

1. **Bereavement Leave**

Compensation is granted for a total of 3 days (or 5 days if travel involves more than 250 miles one way) to certificated and salaried employees in the case of death of an immediate family member. Immediate family members, as stated in education code sections 13470 and 13651.4 include: mother, father, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or spouse of the employee, or any relative living in the immediate household of the employee.

2. **Holidays**

The Joint Board of Management annually approves the list of holidays for the school year. (Refer to School Year Calendar in Section I). Certificated (hourly as needed) employees do not receive compensation when class is not in session, including holidays. Classified employees hired on a "hourly as needed" basis do not receive compensation for holidays. Salaried employees receive compensation on a monthly basis, regardless of the total number of days worked during any month.

3. **Illness / Sick Leave**

Certificated and salaried employees are entitled to one day of sick leave for each calendar month worked. Sick leave is cumulative without limitation. Certificated employees working during the summer months receive an additional 2 days of sick leave, but this leave is non-accumulative. Salaried employees receive one day of sick leave for each calendar month.

4. **Jury Duty**

When summoned for jury duty, it is the employee's responsibility to notify Personnel immediately. The district provides compensation, based on the regular work schedule, to only one certificated and one classified staff member at the same time. Based on the jury duty calendar kept in the Personnel Office, a letter may be provided to the employee to request postponement in case another employee within the same classification is scheduled to serve at the same time. The district provides compensation for jury duty for a total of **10 days**, provided the staff member notifies the Personnel Office in advance.

After performance of jury duty, the employee must submit the paperwork to the Personnel Office evidencing the number of days served. Monies paid to the employee for jury duty must be submitted to the ESGVROP/TC Business Office minus the amount for mileage.

5. **Leave of Absence**

Any request for a "Leave of Absence" must be submitted and approved by the Personnel Office in advance. See the "Leave Request" Form in the Appendix.

Unauthorized leave is the non-performance, without approval, of those duties and responsibilities assigned by the ROP/TC and its representatives, including all duties and responsibilities defined by the Education Code, rules and regulations of the California Administrative Code, Title V, and policies and regulations of the Joint Board. Such unauthorized leave may include, but is not limited to, individual or collective refusals to provide service, unauthorized use of sick leave unauthorized use of other leave benefits, non-attendance at required meetings, and failure to perform functions at ROP/TC sponsored activities. Unauthorized leave constitutes a breach of employment responsibilities, and therefore, may result in the initiation of dismissal procedures, loss of salary, or such other disciplinary actions as may be deemed appropriate.

6. Personal Necessity

Any leave other than bereavement, illness, or vacation, requires the approval of your immediate supervisor. In one school year, up to half of the available illness days may be used for personal emergencies (as stipulated in policy 4261.2) which are charged against personal illness leave. The total number of personal necessity days can not exceed the number of full days of illness or injury to which the employee is entitled.

7. Vacation

Salaried classified employees receive one day of vacation for each calendar month worked. On the day following completion of six months of continuous service, each full-time classified employee of the ROP/TC will be credited with six days paid vacation plus an additional credit of one day per month for each subsequent month service during the fiscal year.

Beginning with the 7th consecutive year of service with the ROP/TC, full-time classified employees will be granted 1.25 days of vacation per calendar month worked; beginning with the thirteenth consecutive year, 1.5 days vacation per month worked; and beginning with the twentieth year, 1.75 days vacation per month worked. Employment must begin prior to October 1 to be credited for a year's service.

Administrative employees hired onto the "Leadership/Support Personnel" salary schedule are allowed 22 days of vacation during the fiscal year.

An employee's vacation entitlement will be taken at the direction of the Superintendent within the school year in which the vacation time is earned. If it is not possible to take the earned vacation within the school year, or upon special request of the employee with approval of the Superintendent, the following will be allowed:

Vacation days not exceeding 50% of the earned vacation of the school year may be taken between July and December 31 of the immediate subsequent school year.

B CONFERENCE ATTENDANCE

Compensation for conference attendance requires approval prior to the event by the appropriate supervisor, Director of Fiscal Services, and the Joint Board of Management. **REIMBURSEMENT CANNOT BE MADE WITHOUT BOARD APPROVAL.** To ensure approval prior to the conference attendance, requests must be submitted to the Business Office at least one month prior to the conference date. For reimbursement procedures of registration fees and expenses incurred while attending conferences, please refer to Conference Attendance Procedures, Part B, Business Accounting.

C DIRECT DEPOSIT

Direct Deposit is highly recommended and available to all ESGVROP/TC staff members. Enrollment forms to start, change, or stop Direct Deposit are available in the Personnel Office. If you have Direct Deposit, you will receive a pay advice (receipt) in the mail on the appropriate payday.

IMPORTANT! If your bank/account # or your address information changes at any time, please notify Payroll immediately. The incorrect information may not allow you to get paid. If your address is incorrect, your pay receipt will not reach you.

D FRINGE BENEFITS

The organization believes that one of its primary obligations to its employees is to offer high quality benefit programs at affordable prices. The employee benefit program is based on choice, quality, and convenience. The benefits may continue after termination of employment through the Consolidated Omnibus Budget Reconciliation Act (COBRA) or retirement benefit plans offered from PacifiCare Secure Horizons, Kaiser Senior Advantage, and Delta Dental Plan of California. All benefits are available to dependent children up to age 25 regardless of student status.

Except for classified hourly personnel, all employees working in excess of 10 hours per week are eligible for benefits. Classified monthly employees and certificated personnel are eligible for benefits on a pro-rated basis (see contribution rate schedule on the next page).

In accordance with the requirements of the federal health insurance law COBRA, eligible employees and their dependents, may continue participation in the ESGVROP/TC group health insurance program following a "qualifying" event. These events include: termination of employment (other than gross misconduct), resignation, reduction in hours, divorce, legal separation, death, Medicare entitlement, and certain other events.

When the right to continue coverage arises under COBRA, the employee and/or dependent(s), receive detailed information, including premium rates, by U.S. mail.

CALL PERSONNEL FOR CURRENT CONTRIBUTION RATE SCHEDULE

D FRINGE BENEFITS (continued)

SUMMARY OF FRINGE BENEFITS

2. Medical Plans

ESGVROP/TC offers a choice between either the PacifiCare or Kaiser medical programs. Participants in Kaiser must use Kaiser facilities and its providers for all medical care, except in an emergency. In PacifiCare, they must use the private hospitals and doctors that have signed contracts to provide medical and emergency services to the Health Maintenance Organization (HMO) members.

PacifiCare of California makes an HMO plan available with a \$10.00 office and prescription co-payment. The HMO Plan provides a selection of medical groups and providers (see directory) from which one selects a primary care physician. One can change primary care physicians as often as one likes, as long as they are part of the HMO group. In addition, a Point-Of-Service (POS) plan is offered through PacifiCare. The POS plan provides enrolled participants with a choice of using the PacifiCare HMO; a panel of preferred providers on a fee-for-service basis, or any other doctor on a fee-for-service basis. This high option plan includes upgraded benefits for outpatient prescription drugs, chiropractic services, mental health, substance abuse, and an extensive wellness program. Dependent children are covered to age 25 regardless of student status.

The Kaiser HMO Plan A has no co-payment for office visits that is very similar to the Kaiser program included as an option in the California Public Employees' Retirement System (CalPERS) health care program. Other HMO programs might have the requirement that specialist referrals be administratively reviewed before authorization to see the specialist is given. At Kaiser, physicians are given the freedom to refer patients based on their own judgment, without a review process. Dependent children are covered to age 25 regardless of student status.

3. Dental Plan

The Delta Dental Premier Plan, Delta's most popular plan, is a fee-for-service plan. When using one of Delta's 17,000 enrolled dentists, the fees charged have been pre-filed with Delta. There is never a balance *bill* for amounts over the maximum allowable fee for the procedure. If a non-Delta-contracted dentist is selected, the fees are based on the usual, customary, and reasonable (UCR) fee in that geographical area. Delta provides freedom of choice. A covered participant can change dentists at any time, can select a different dentist for any family member, can self-refer to any specialist, and is covered for dental services anywhere in the world. Dependent children are covered to age 25 regardless of student status.

Your dental plan provides for a \$ 2,000 annual maximum (Jan-Dec) and a \$ 500 lifetime maximum for dependent children orthodontics. There is no co-payment for the basic exam, Xrays, preventative, diagnostic, restorative services, crowns, jackets, and cast restorations. There is a separate \$ 1,000 maximum for dental services in case of an accident.

4. Vision Plan

Vision Service Plan (VSP) has over 4,000 participating vision care providers in California. There is usually a VSP provider in close proximity to where you live or work. Non-VSP providers can also be used by the employee and their dependents, but is on a UCR (usual, customary, and reasonable) fee basis. VSP providers must meet VSP's standards for the vision examination and agree to certain conditions regarding the offering of frames and lenses. VSP Plan B covers expenses for examinations and lenses every 12 months. The frames are covered every 24 months up to a maximum set limit. The annual deductible is \$ 15. The patient is responsible for the cost of frames over the frame allowance and non-covered lens enhancements, such as larger sizes, special tints, etc. Dependent children are covered to age 25 regardless of student status.

5. Life Insurance Plan

The Hartford Life Insurance plan offers \$10,000 of basic employee life and \$ 10,000 of Accidental Death and Dismemberment (AD&D) coverage. The LARISA (Los Angeles Regionalized Insurance Services Authority) life insurance program through Hartford offers several features for both life insurance and AD&D that enhance the value of the coverage. The premium for life insurance will be waived for an employee that becomes disabled prior to age 60 and remains disabled for at least nine months. In addition, employees who lose coverage due to termination, reduction in hours, unpaid leave, or retirement may continue their Hartford life coverage as term or whole life coverage.

Another benefit, one specifically designed for terminally ill employees and their families, is the **accelerated death benefit**. With this benefit, a terminally ill employee with less than one year to live is eligible to receive 50 percent of the life benefit amount prior to death. Finally, a **Survivor Support Financial Counseling Service** is available for beneficiaries who need objective financial planning and advice following the death of an insured employee.

The AD&D benefit also has some important other features. If an insured employee dies by accident and has eligible dependent children either in the 12th grade or enrolled in an institution of higher learning, an additional **child education benefit** equal to five percent of the principle sum is payable annually for up to four years. In order to encourage the use of seat belts, the AD&D program pays an additional ten percent **seat belt benefit**, to a maximum of \$ 10,000 should an insured employee die in an automobile crash while wearing a seat belt. As a final benefit, that will be of value to all insured employees who travel, Hartford offers **Worldwide Assistance** that provides defined medical and legal assistance when traveling more than 150 miles from home.

For more information, refer to the individual plan booklets or check out these web sites:

Delta PMI	www.deltadentalca.org
E-mail to	CMS@delta.org
PacificCare	www.pacificare.com
Vision Service Plan	www.vsp.com
Kaiser Permanente	www.kaiserpermanente.org
Hartford Life	www.hartford.com

6. Retirement

a. Certificated Personnel

The California State Teachers' Retirement System (STRS) was established by law, in 1913, to provide retirement benefits to California's public school teachers.

Education Section 22601.5, 22602 and 22604, stipulates the requirements for mandatory membership of the State Teachers' Retirement System (STRS) for full-time certificated employees. Part-time certificated employees who do not meet these requirements have the option to "elect" membership if so desired.

As a STRS Member, 8% of your "creditable compensation" (does not include "prep time") is contributed to STRS. Contributions are withheld from creditable compensation by payroll deduction and deposited into your account in the STRS plan. Contributions accrue interest at a rate determined annually by the Teachers' Retirement Board. An equal amount is deposited by the employer in the STRS fund (not to the individual member accounts) to help fund the benefits payable to all plan members and their beneficiaries.

STRS members receive an annual statement from STRS, which provides members with information about the individual retirement account.

For additional information on STRS, see www.calstrs.ca.org or contact Personnel.

b. Classified Personnel

Full-time classified (more than 1000 hours or 125 days in fiscal year) employees contribute to the California Public Employees' Retirement System (CalPERS). As a CalPERS member, a portion of your monthly pay is deducted each month and put into the Retirement Fund. The amount of total contributions and interest earned are shown on the CalPERS Annual Member Statement.

For additional information on CalPERS and the benefits, see www.calpers.ca.org or contact Personnel.

7. Voluntary Deductions

a. Credit Unions

Credit Unions are non-profit, member-owned financial institutions and provide a variety of financial services to its members. For membership requirements, check with your local credit union or for a list of ESGVROP/TC employee eligible credit unions check with the Personnel Office. To set up a direct deposit or a voluntary deduction to your credit union, please contact Personnel.

b. TSA (Tax Sheltered Annuities)

Tax sheltered annuities (TSA) are tax deferred deductions which are excluded from the annual taxable income amount until it is withdrawn. Please see a financial advisor for more information.

A list of TSA companies is available from the Personnel Office.

Initial TSA deductions and changes to TSA amounts must be submitted to the Personnel Office using the appropriate TSA forms and work sheets which are available from your financial advisor or the Personnel Office.

E MILEAGE

Compensation for mileage expenses is provided when traveling to a location other than your regular work site. For mileage reimbursement procedures, please refer to Part B: Business, I Accounting.

F OVERTIME / "COMP" TIME

a. **Overtime**

Working overtime (in excess of 40 hours per week) is not permitted. Deviations of regular work schedules or "extra" hours require **PREAPPROVAL** of the appropriate supervisor and the Director of Personnel.

Certificated "hourly-as-needed" staff must receive approval prior to working additional hours and submit a separate ("Additional Assignment Time Sheet") time sheet for those hours worked. The Additional Assignment Timesheets are available in the Personnel Office and require the signature of the appropriate supervisor and Personnel official before submission to the payroll office. Paychecks for additional hours worked according to the "Additional Assignment Time Sheet" are issued on the 10th of the month.

b. **Comp (compensation) time**

The accumulation of "Comp Time" is not permissible unless it is approved prior to the hours being worked, by your supervisor. When approved, the employee must use the "comp time" within the same pay period it was accumulated.

"Comp Time", is appropriate only in certain situations as outlined below:

1. In the case where an employee is required to work in excess of 40 hours during a particular workweek to complete an assignment deemed urgent by the supervisor, "Comp Time" is appropriate. The key is that it must be approved by the supervisor in advance and must be for an assignment or activity that is time sensitive in nature. Additionally, the supervisor must decide when the "Comp Time" is to be taken at the time it is approved. "Comp Time" must be used within the same pay period in which the overtime was accumulated. "Comp Time" is issued at 1 ½:1. For every hour the employee works, beyond 40 hours, they receive 1 ½ hours of "Comp Time."
2. "Comp Time" is not to be used as a time bank. Allowing the employees to gather time during the course of the year, at their own discretion, and use it as part of a vacation is not allowed. It must only be used as a mechanism to accomplish work that is time sensitive and deemed critical by the supervisor.
3. The requirement to award "Comp Time" is only an issue after 40 hours per week. That means that if you give the employee time off during the same 40-hour week, it is at 1:1 and "Comp Time" can be avoided.
4. If an employee does require "Comp Time" write out the terms in the form of a memo and forward a copy to the Personnel and Business Offices. Make sure it contains the information mentioned above. If you have any questions, call Personnel.

G PAYCHECK ISSUE DATES

Issue dates of paychecks depends on the employee classification. Hourly employees must complete and submit time sheets to the appropriate supervisor by the specified deadline. Time sheets must be signed and submitted to the payroll office by the appropriate supervisor in order for employees to receive payment for hours worked. Paychecks are either direct deposited or available for pickup in the Business Office **after 1 p.m.** on the issue date. To make other arrangements, please contact the Payroll Office.

Paychecks are issued as follows:

Certificated Hourly Staff	On the 5 th or 10 th of each month with time sheets due to the Supervisor the end of each month. When a regular payday falls on a weekend, checks will be issued on Friday. Issue dates of paychecks during summer session vary. Teachers working summer assignments are notified by memorandum of the specific issue dates of summer paychecks.
Certificated Monthly Staff	On the 1 st of each month (when a regular payday falls on a weekend, checks will be issued on Monday.)
Classified/Hourly Staff	On the 10 th of each month with time sheets due to the Supervisor on the 25 th of each month. When a regular payday falls on a weekend, checks will be issued on Friday.
Classified/Monthly Staff	On the 10 th and 25 th of each month (time sheets not needed). When a regular payday falls on a weekend, checks will be issued on Friday.

H PREPARATION (NON-TEACHING) TIME

All instructors who conduct classes that generate ADA receive compensation for preparation time for classes that exceed 15 full time equivalent (FTE) students in the amount of 15 minutes for every full hour of instruction. For classes that have less than the 15 FTE preparation time is awarded based upon a percentage of FTE enrolled and attending, over 10. Preparation time will not be granted for classes that have a FTE enrollment or attendance, of less than 10. FTE must be maintained during the entire length of class.

Note: There is no preparation time for summer month assignments.

I SALARY PLACEMENT

1. **Certificated**

Salary placement on the Certificated Salary Schedule for “Hourly As Needed” certificated personnel is based on prior teaching experience and education. Annual increments are given to all full-time certificated staff, until the maximum step is reached on the certificated salary schedule. Placement on the salary schedule based on completion of accredited college units requires the submission of official transcripts for verification purposes.

Salary placement on the “Leadership/Support” salary schedule is based on the administrative position held and years of teaching experience. Annual increments are given until the maximum step is reached.

2. **Classified**

Salary placement on the “Classified” salary schedule is based on the classified position held.

“Salaried” classified employees receive a step increase six months after the initial hire date or a job change status date. After the initial six-month step increase, salaried classified employees receive an annual step increase until the final step is reached on the salary schedule.

J SALARY SCHEDULES

See following pages: Certificated, Classified, Leadership/Support Personnel, Student.

[INSERT CERTIFICATED SALARY SCHEDULE]

[INSERT CLASSIFIED SALARY SCHEDULE 1]

[INSERT CLASSIFIED SALARY SCHEDULE 2]

[INSERT CLASSIFIED SALARY SCHEDULE 3]

[INSERT LEADERSHIP SALARY SCHEDULE]

[INSERT STUDENT SALARY SCHEDULE]

K STIPENDS

For a list of available annual stipends see the appropriate salary schedule approved for the current fiscal school year. Educational stipends require verification in the form of transcripts and/or diplomas and must be received by the Personnel Office by June 30th. Applicable stipends are paid at the end of the fiscal year in the month of July.

IV. EMPLOYMENT PROCEDURES & POLICIES

A ANNIVERSARY DATE

1. **Certificated Anniversary Date**

Anniversary dates (step increase) for certificated and leadership/support personnel are set for September 1st. Annual increments are implemented provided one has completed full-time service during the previous fiscal year.

2. **Classified Anniversary Date**

Anniversary dates (step increase) for classified employees are established based on the date that the employee completed the probationary period (six months after the original hire or job status change date). Please contact the Personnel Office for clarification.

B BOARD ROOM RESERVATIONS

Please contact the Superintendent's Office to reserve the board room.

When using the Board Room please abide by these simple rules of courtesy:

1. The Board Room is first and foremost: **THE BOARD ROOM**. This is the place where our Joint Board of Management holds its monthly meetings. **The priority of this room is to serve the Board.** We work diligently to provide the Board with a clean, neat, and professional environment.
2. The Board Room is a busy place. There can be 2 or 3 meetings a day. Some of these meetings are scheduled immediately after another. Please be courteous to the people meeting before and after you. It is important to wrap up your meetings before the next group arrives. Be sure to take away everything you brought with you (especially food items).
3. **Please leave the room as you find it.** The person who reserves the room is responsible for returning it to its original condition. Put tables and chairs back in place. Be sure to empty trash-cans which contain anything involved with food. Anything left overnight is very attractive to ants. Please clean up any spills!
4. Please do not remove anything from the Board Room that does not belong to you.
5. It is necessary to make a reservation to use the Board Room. Call the Superintendent's office at extension 121 well in advance for your reservation. Reservations are subject to prioritizing. Emergencies arise so there may be times when we will have to ask you to move your meeting to another room.
6. If your meeting involves less than five people it may be more efficient to use a smaller room. Please consider this first before making a reservation.
7. Upon completion of your meeting please notify the Administrative Assistant in the Superintendent's Office.
8. Thank you for your cooperation. Everyone who uses the Board Room will appreciate it.

C COBRA (CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT)

In accordance with the requirements of the federal health insurance law COBRA, eligible employees and their dependents, may continue participation in the ESGVROP/TC group health insurance program following a “qualifying” event. These events include: termination of employment (other than gross misconduct), resignation, reduction in hours, divorce, legal separation, death, Medicare entitlement, and certain other events.

When the right to continue coverage arises under COBRA, the employee and/or dependent(s) receive detailed information, including premium rates, by U.S. mail.

D COMPLAINT PROCEDURES CONCERNING ROP/TC PERSONNEL**1. Informal Level**

Before filing a formal written complaint, the concerned party and the employee shall make a good faith effort to resolve the complaint with an informal conference. The concerned party shall contact the employee against whom a complaint is held to try to resolve the issue.

2. Formal Level**a. Level I**

If the informal process fails to resolve the complaint, the concerned party shall complete the "Complaints Concerning ROP/TC Personnel" Form (see following pages). The complaint form shall be given or mailed to the employee's immediate supervisor. The immediate supervisor shall notify the Superintendent.

Within ten working days of the receipt of the written complaint, the supervisor shall meet with the concerned party and the employee to resolve the complaint and communicate his/her decision to the parties.

During the Level I period, either the concerned person or the employee may request and may receive another personal conference with the other party. Additional conferences may be held by mutual agreement. Either the concerned party or employee may have a representative present during any of these conferences.

b. Level II

Within five working days of receipt of the decision from Level I, either party (if not satisfied with the decision at Level I), may appeal the decision to the Superintendent or designee. The appeal shall include a copy of the original complaint form and a brief statement of the reasons for the appeal. The other party may respond to the appeal. The Superintendent or designee shall communicate his/her decision to the concerned party and the employee. That decision shall terminate the Level II complaint process.

During the Level II period, either the concerned person or the employee may request and may receive another personal conference with the other party. Additional conferences may be held by mutual agreement. Either the concerned party or employee may have a representative present during any of these conferences.

c. Level III

If a complaint is not resolved by the decision rendered at Level II, either party, within five working days of receipt of the decision from Level II, may request that the Board resolve the issue. The party must request a Board hearing by contacting the Superintendent, as Secretary to the Board. The Superintendent shall provide the Board with the parties' statements and a summary of the actions in Levels I and II.

Upon receipt of the appeal from Level II, the Superintendent or designee shall schedule, at the Board's convenience, a closed session at a scheduled Board meeting. The concerned party and the employee may be invited to attend the closed session and review his/her complaint. Either the concerned party or employee may have a representative present during any session. The Board shall make its decision and have the Superintendent or designee communicate that decision to the concerned party and the employee. The Board's action shall be final.

EAST SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM
AND TECHNICAL CENTER

Request for a Review of Complaints Concerning ROP/TC Personnel

DIRECTIONS: All formal complaints involving ROP/TC personnel must be initiated by completing this form and following procedures attached to this form. No oral complaints will be processed. This form shall be delivered to the supervisor of the employee involved.

Date _____

Complainant's Name _____

Address _____

Telephone _____

Employee's Name _____

Work site _____

Nature of Complaint:

(State the day, time, where the alleged behavior took place, plus a brief description of the complaint)

Please describe what specific actions you would like to be taken to resolve this issue:

Have you discussed this complaint with the employee? _____ Yes _____ No

Have you discussed this complaint with the employee's supervisor? _____ Yes _____ No

Signature

Note: *A copy of this form will be provided to the employee named above, the employee's supervisor, and the Superintendent or designee.*

E CONFIDENTIAL INFORMATION

The protection of confidential, sensitive, and proprietary information is of critical importance to the organization, its member districts, its employees, clients, and students. It is therefore essential that all employees take steps to safeguard such information. Employees must not use any confidential, sensitive, or proprietary information of the organization in any manner that is unauthorized or detrimental to the best interests of the East San Gabriel Valley Regional Occupational Program and Technical Center or its member districts.

F DRUG & ALCOHOL FREE WORKPLACE

The Joint Board believes that the maintenance of a drug and alcohol-free workplace is essential to school and district operations.

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 the Controlled Substance Act and Code of Federal Regulations before, during or after school hours at school or in any other district workplace.

1. As a condition of employment, the employee will abide by the terms of this policy and notify the employer, within five days, of any criminal drug or alcohol statute conviction received for a violation occurring in the workplace.

For the purpose of this policy, "conviction" shall mean a finding of guilt, including a plea of *nolo contendere*, or imposition of sentence, or both, by any judicial body charged to determine violations of federal or state criminal drug or alcohol statutes.

2. Establish a drug and alcohol-free awareness program to inform employees about:
 - a. The dangers of drug and alcohol abuse in the workplace.
 - b. The districts policy of maintaining drug and alcohol-free workplaces.
 - c. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs, and
 - d. The penalties that may be imposed on employee for drug and alcohol abuse violations.
3. Notify the appropriate federal granting or contracting agencies within ten days after receiving notification, from an employee or otherwise, of any conviction for the violation occurring the workplace.
4. Initiate disciplinary action within 30 days after receiving notice of a conviction for a violation in the workplace from an employee or otherwise. Such action shall be consistent with state and federal law, and district policies and practices.
5. Make a good faith effort to continue maintaining a drug and alcohol-free workplace through implementation of Board policy. In taking disciplinary action, the Board shall require termination when required by law. When termination is not required by law, the Board shall either take disciplinary action, up to and including termination, or shall require the employee to satisfactorily participate and complete a drug assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency. The Board's decision shall be made in accordance with relevant state and federal laws, and district policies and practices.

G EMPLOYEE PROBLEM SOLVING PROCEDURES

The following procedure shall be used with all employees. Its purpose is to resolve a problem at the point of origin as early as possible.

a. **Definitions**

1. **Problem:** A problem is a complaint or a misunderstanding on the part of an employee which may have arisen from the misapplication and/or misinterpretation of any law, board policy, or practice.
2. **Practice:** A written or unwritten administrative regulation.

b. **Procedure**

Step 1: The employee must attempt to resolve his/her problem by informal concurrence(s) with his or her immediate supervisor within ten working days after the occurrence giving rise to the problem.

Step 2: If the employee is not satisfied with the response at Step 1, he/she may present a written statement of the problem to his or her immediate supervisor within five (5) working days of the informal conference. This statement shall include a summary of the problem, and refer to the law, Board policy, or practice involved, what action or solution is desired and a complete summary of the result of the informal conference. A complete copy of this statement shall be sent to the Director of Personnel.

The immediate supervisor receiving the written statement of the problem shall have five (5) days in which to investigate the problem and meet with the employee and others deemed necessary. On or before the fifth day a conference shall be held. He or she shall communicate his/her written decision to the employee within three (3) working days following the conference. The rationale for this decision shall be included in the written statement. A copy of the written decision shall be transmitted to the Personnel Office.

Step 3: The employer may appeal the decision made at Step 2 in writing to the Director of Personnel, the Instructional Director, or the Director of Fiscal Services, whichever appropriate, within five (5) working days. The appeal shall include all written material that has been submitted in Step 2, a copy of the decision rendered in Step 2, and the reason(s) why the decision is being appealed.

The Director of Personnel, Instructional Director, or Director of Fiscal Services and/or a designee shall review the appeal and communicate his or her decision in writing, together with supporting reasons, to both parties and the Superintendent within ten (10) working days after receiving the appeal. The Director of Personnel, Instructional Director, or the Director of Fiscal Services, may hear the problem; may assign it to another ROP/TC official; or hear the problem in conjunction with another ROP/TC official. A copy of all written materials engendered at this step shall be sent to the Personnel Office.

Step 4: The employee may make written appeal of the decision of the Director of Personnel, Instructional Director, or Director of Fiscal Services, to the Superintendent within five (5) working days after the termination of Step 3. The Superintendent shall communicate his response in writing within ten (10) working days after receiving the appeal. Such action taken by the Superintendent terminates the problem solving procedures.

c. Stipulations

1. Time limits, at any step, may be extended by mutual consent of the parties concerned or by authorization of the Superintendent.
2. A problem reported by an employee may be withdrawn at any time without prejudice. Once withdrawn that particular problem cannot be presented again.
3. Failure of the employee to appeal a problem, at any level, within the specified time limits will be deemed acceptance of the decision rendered at that level.
4. If an immediate supervisor does not render a decision within the time limits set, the employee may appeal to the next step.
5. No problem shall be recognized unless it has been properly presented to the appropriate channel within ten working days after the employee knew, or should have been aware, of the circumstances upon which the problem is based.
6. Any settlement of a problem will be applicable only to that particular problem and may not be binding authority for the disposition of any other problem.
7. If it is the judgment of any supervisor/administrator, that the authority to resolve the problem is at a higher step, the problem may be referred to the next step in the procedure.

H EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

THE EAST SAN GABRIEL VALLEY ROP/TC IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER AND DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, ANCESTRY, AGE, DISABILITY, OR GENDER IN ANY OF ITS POLICIES, PROCEDURES, OR PRACTICES.

I EMPLOYEE EVALUATIONS

Employee performance evaluations are an important part of personnel practices. They provide an objective, consistent, and fair way to gauge each employee's on-the-job effectiveness. The evaluation process should inform employees of their standing within their job classification and communicate expected standards of performance. Additionally, it provides an opportunity for the supervisor to discuss work standards, areas where improvement is needed, career development potential and possible opportunities.

Utilizing the evaluation form prescribed by the Personnel Department, the supervisor must review all full-time employees on an annual basis. Following the evaluation conference, the employee will receive a copy of the evaluation signed by the supervisor, to review and sign. The employee's signature on the evaluation does not signify that the employee agrees with the evaluation, only that they have reviewed it. The employee has the option to add a statement to the evaluation clarifying any assertion or statement they feel may affect any future readers' impression of the evaluation. All evaluations will be included in the employees Personnel file, signed or not, unless the Superintendent directs otherwise.

Supervisors are authorized to perform an unscheduled evaluation at any time they feel that an employee needs direction. Unscheduled evaluations are included in the Personnel file following the same process as a scheduled evaluation.

Classified employees are evaluated within the first six months of their employment. A satisfactory evaluation is required prior to the employee gaining permanent status. Probationary status may be extended based upon the evaluation and recommendation of the supervisor.

J FAMILY AND MEDICAL LEAVE

The East San Gabriel Valley Regional Occupational Program & Technical Center has established a family and medical leave program that conforms to the requirements of the state and federal law. Eligible employees can request a leave of up to 12 weeks under the program. In no event can an employee take a leave in excess of 12 weeks in a rolling 12-month period that is measured backward from the date the employee uses any leave.

Employees must consult with the Personnel Department if they have any questions regarding their eligibility for a leave under the program. Employees who are eligible for a leave, based upon their length of service, must provide sufficient advance notice of their desire for a leave whenever the need for a leave is foreseeable. Requests should be submitted in writing at least 30 days prior to the date the employee would like for the leave to begin. Exceptions to the advance notification rule apply in some cases, such as when a medical emergency arises and a 30-day notice is not feasible. In such a case, the employee must provide as much notice as is practical.

See "Leave Request" form in the appendix.

Employees, granted a leave under the Family and Medical Leave Act, will be informed, in writing, of the terms and conditions under which health and other insurance benefits will be continued during such leaves, as well as their obligation to pay their share of the premiums for such coverage. Any leave of absence granted under this program, or any other policy or practice for a purpose authorized by the state or federal Family and Medical Leave Act, shall be credited against the 12-week limit contained in this program, if, and to the extent permitted by law. Employees who are granted a Family and Medical Leave are guaranteed reinstatement to their former, or an equivalent position, subject to any exceptions as allowed by law.

K JURY DUTY

When summoned for jury duty, it is the employee's responsibility to notify Personnel immediately. The district provides compensation, based on the regular work schedule, to only one certificated and one classified staff member at the same time. Based on the jury duty calendar kept in the Personnel Office, a letter may be provided to the employee to request postponement in case another employee within the same classification is scheduled to serve at the same time. The district provides compensation for jury duty for a total of **10 days**, provided the staff member notifies the Personnel Office in advance.

After performance of jury duty, the employee must submit the paperwork to the Personnel Office evidencing the number of days served. Monies paid to the employee for jury duty must be submitted to the ESGVROP/TC Business Office minus the amount for mileage.

L PERSONAL PROPERTY

Please be aware that the ROP/TC is not liable for any personal property brought to the work setting. When you bring any personal property (***including private owned vehicles***) to the job, you do so at your own risk. The East San Gabriel Valley Regional Occupational Program and Technical Center is not responsible for personal property that is lost, stolen, or damaged on ROP/TC premises.

M REASONABLE ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES

Employees may experience problems in their job that are related to mental or physical impairments. Where a mental or physical impairment is sufficiently severe, it may be considered a disability under the law. If you have a mental or physical disability that affects your ability to perform your job, the East San Gabriel Valley ROP/TC may be able to provide you with a reasonable accommodation to help you carry out the essential functions of your job.

The East San Gabriel Valley ROP/TC has no obligation to consider any accommodation, however, unless you inform us that you have a disability that affects your ability to perform your job and that an accommodation may be needed.

Some employees may fear that disclosing a disability will result in negative consequences to them. The purpose of this notice is to assure employees that we take our obligation to comply with the disability discrimination laws very seriously. We want employees, who believe they have a disability for which a work-related accommodation is needed, to inform management promptly, so that the East San Gabriel Valley ROP/TC can determine, with input from medical professionals, whether they have a disability and, if so, whether a reasonable accommodation can be provided to help them perform the essential duties of their position.

If you believe that your ability to perform your job is affected by a disability and that an accommodation may be needed to enable you to perform the essential functions of your job, the East San Gabriel Valley ROP/TC is entitled to have your health care provider, or an independent medical evaluator, determine whether you have a disability for which a reasonable accommodation is needed. We may require that you attend a medical evaluation for this purpose, at our expense. After the evaluation, we will meet with you to discuss the results of the evaluation and any accommodations, which may be appropriate.

If you have questions about this notice, please contact the Personnel Office at (626) 472-5131.

N REASONABLE ASSURANCE

The overriding consideration in determining the eligibility for Unemployment Benefits for any school employee filing a claim during a recess period is whether or not he/she has “reasonable assurance” of returning to work in the next school term.

Each year, ESGVROP/TC employees (both certificated and classified), employed on a less than 12-month basis, are expected to return to work following the recess period, unless notified otherwise. “Reasonable Assurance” letters are mailed to 10- and 11-month employees prior to May 15th.

“Reasonable Assurance”, as used in conjunction with continuing school employment, means a written, verbal, or implied agreement that the employee will perform services again during the ensuing year or term. In order for reasonable assurance to exist the economic terms and conditions of the employment offered to the claimant after a recess period must be reasonably the same to employment conditions prior.

O SEXUAL HARASSMENT

1. **SEXUAL HARASSMENT OF AND BY ADULTS**

a. **Sexual Harassment Defined**

Pursuant to Education Code 212.5 unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment, status, or promotion.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee.
3. The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is the basis for any decision affecting benefits, services, honors, programs, or other available activities.

b. **Examples of Sexual Harassment**

By way of example, sexual harassment includes, but is not limited to:

1. Making unsolicited written, verbal or physical contact with sexual overtones.
2. Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, or posters.
3. Verbal conduct: making or using derogatory comments, epithets, slurs, and jokes.
4. Verbal abuse of a sexual nature: graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes, or invitations.
5. Physical conduct: touching, assault, impeding or blocking movements.
6. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment).
7. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. For example, either implying or actually withholding support for an appointment, promotion or change of assignment; suggesting a poor performance report will be prepared; or suggesting probation will be failed.
8. Engaging in implicit or explicit coercive sexual behavior which is used to control, influence or affect the career, salary and/or work environment of another employee.

9. Offering favors or employment benefits such as promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations or reclassifications, in exchange for sexual favors

c. Complaint Process

1. Employees may report incidents of sexual harassment to their supervisor or to the Director of Personnel.
2. Any supervisor, coordinator, or administrator who has received a report, verbally or in writing, from any employee regarding sexual harassment of that employee or another employee, or a student, or adult in the work place, must forward that report to the Personnel Office within 24 hours, or within a reasonable extension of time thereafter for good cause.
3. All complaints of sexual harassment will be investigated and promptly resolved.
4. Upon receipt of an allegation of sexual harassment, the Director of Personnel or his/her designee will initiate an investigation within 48 hours.
5. After completion of the investigation, the Director of Personnel or his/her designee will render his/her findings and a recommended disposition of the complaint. In determining whether the alleged conduct constitutes sexual harassment, the supervisor will look at the record as a whole and the totality of the circumstances, including the nature of the alleged sexual harassment and the context in which the alleged incidents occurred.
6. If the complainant is not satisfied by the report and/or the recommended disposition, he/she may submit the matter to the Director of Personnel. The complainant shall make an appeal in writing stating the reasons why the complainant is dissatisfied with the report and recommended disposition. The Director of Personnel will conduct a meeting with the complainant, hear the complainant's appeal and recommend a course of action to the Superintendent.
7. If the complainant is not satisfied by the recommendation of the Director of Personnel, he/she may submit the matter to the Superintendent. The complainant shall make an appeal in writing stating the reasons why the complainant is dissatisfied with the report and recommended disposition of the Director of Personnel. The Superintendent shall review the basis for the complainant's appeal and the report and recommended disposition. The Superintendent may make a decision based on the record presented or, if he/she determines it is necessary, collect any additional information deemed necessary. The decision of the Superintendent may be appealed to the Board using the same appeal process.
8. Should disciplinary action be warranted, the steps required for taking such action as stated in Policy 4215.1 will be followed.

d. Enforcement

Each work site supervisor, and administrator has full responsibility for maintaining a work environment free of sexual harassment. Work site supervisors shall take appropriate actions to reinforce the ESGVROP/TC sexual harassment policy. These actions will include:

1. Prompt removal of vulgar or sexually offensive graffiti or other displays.
2. Providing annual staff in-services.
3. Taking appropriate disciplinary action as needed.
4. All supervisors and administrators shall instruct employees on the procedures for reporting sexual harassment on an as needed basis.
5. Employees determined to have violated the ROP/TC prohibition against sexual harassment shall be subject to disciplinary action up to and including termination from employment. Disciplinary actions may include but are not limited to:
 - a. Verbal and written warnings;
 - b. Written reprimands;
 - c. Suspension with or without pay;
 - d. Transfer to another work location;
 - e. Demotion;
 - f. Termination.
6. A violation of policy or regulations shall constitute just and reasonable cause for discipline and shall be deemed to be a violation of and refusal to obey the school laws of California and reasonable regulations prescribed by the Joint Board of Management under Education Code 44932.

e. Confidentiality

ROP/TC employees involved in processing sexual harassment complaints shall endeavor in good faith to protect the privacy of all parties involved in a complaint of sexual harassment. Files pertaining to sexual harassment complaints shall not be made available to the general public.

f. Records

Copies of all reports of sexual harassment shall be forwarded to the Director of Personnel who is responsible for maintaining overall ROP/TC records of incidents. Such records and reports shall not be made available to the general public.

2. SEXUAL HARASSMENT OF AND BY STUDENTS

Sexual harassment of or by any student is prohibited. This applies to conduct during and relating to ROP and ROP sponsored activities. Sexual harassment is inappropriate and offensive. All students have a right to be educated in an environment free from sexual harassment. All ROP/TC employees have a right to work in an environment free from sexual harassment.

a. Definition of Sexual Harassment

Prohibited sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when:

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic or work performance or of creating an intimidating, hostile or offensive educational or work environment for students or employees.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through the school.

Examples of conduct, which may constitute sexual harassment and would therefore be prohibited, include:

1. Unwelcome leering, staring, sexual flirtations or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
3. Unwelcome graphic verbal comments about an individual body or overly personal conversation.
4. Unwelcome sexual jokes, stories, drawings, pictures or gestures.
5. Unwelcome spreading of sexual rumors.
6. Unwelcome teasing or sexual remarks about any student.
7. Unwelcome touching of an individual's body or clothes in a sexual way.

b. Nature of Sexual Harassment

Sexual harassment may occur:

1. Student to student;
2. Staff to student;
3. Student to staff;
4. Male to male;
5. Male to female;
6. Female to male;
7. Female to female;

c. Discipline/Consequences

Any student who engages in the sexual harassment of anyone in ROP/TC may be subject to disciplinary action up to and including being dropped from ROP/TC. All disciplinary actions taken against students from any of the ESGVROP/TC participating district will be carried out in conjunction with the district within which the student attends school.

Any employee who permits or engages in sexual harassment of students may be subject to disciplinary action up to and including dismissal.

Any employee who receives a complaint of sexual harassment from a student and who does not act promptly to forward that complaint to his or her supervisor shall be disciplined appropriately.

d. Reporting Procedure/Investigation

1. Any staff member who receives a report, verbally or in writing, from a student regarding sexual harassment of that student or another student by a student or adult in the ROP/TC setting, must forward that report to his or her immediate supervisor within 24 hours or within a reasonable extension of time thereafter for good cause.
2. All complaints of sexual harassment will be investigated and promptly resolved.
3. Upon receipt of an allegation of sexual harassment, an investigation will be initiated by the Director of Personnel or by his/her designee within 48 hours.

e. Enforcement

Each site supervisor and administrator has the responsibility of maintaining an environment free of sexual harassment. Appropriate actions should be taken to reinforce the ESGVROP/TC sexual harassment policy. These actions will include:

1. Prompt removal of vulgar or sexually offensive graffiti.
2. Providing staff in-service.
3. Assuring students are aware of the sexual harassment policy.
4. Taking appropriate disciplinary action as needed.
5. Providing students with information on the procedures for reporting sexual harassment on an as needed basis.

f. Notifications

A copy of this sexual harassment policy shall:

1. Be included in the ROP/TC Employee Staff Manual.
2. Be displayed in a prominent location at each site.

g. Verification

Each ROP/TC staff member must sign and date the verification of reading and understanding this policy and this form must be on file in the Personnel Office. All staff will be notified if an update is needed.

P SUBSTITUTE REQUEST INFORMATION

Instructors are personally responsible for acquiring substitutes when absent from work. Substitute assignments are scheduled and assigned by the Personnel Office **ONLY**. If an assignment is accepted through another source, the substitute instructor may not be paid. **Teachers working directly at the high school campus must call the substitute request desk at that district, unless notified otherwise by Personnel.**

Substitute assignments must be scheduled with as much advance notice as possible. In case of illness or emergencies outside regular office hours, instructors must call and leave a message at (626) 472-5197 **before 6:00 a.m.** in order to increase the chances of securing a substitute instructor for that same day. Please leave a detailed message as instructed on the answer machine. For planned absences due to conferences, meetings, workshops, etc., please call Personnel as early as possible to schedule a substitute in advance. When requesting substitutes in advance, you will receive a confirmation notice indicating the date, time, and name of the substitute instructor. Please leave detailed instructions in your classroom for the substitute instructor when possible.

Each instructor must prepare a **substitute folder** to include the following information:

1. Class list by section
2. Student location if placed in the community
3. Work site names, addresses, phone number and contact person
4. Bus schedule
5. Contact person in an emergency (include location of your copies of the emergency forms)
6. Lesson plans with instructions
7. Special information:
 - **Dress Code**
 - **Restroom location**
 - **Location of materials**
 - **Equipment non-use**
 - **Emergency procedures**
8. Where to leave instruction folder, attendance, special information, etc.

Regular instructors will provide the substitute instructor with an attendance sheet and seating chart for each period. The instructors may designate a student assistant in each period to help the substitute with absence reporting, audio-visual equipment operation, bus schedules, student identity, etc.

Q TEAMWORK AWARD

1. **Purpose**

The Joint Board established an award for employees who go above and beyond their regular job duties to assist another person or team so that they may be recognized for their dedication and contribution to the team effort. For this reason, the Joint Board has established the "Teamwork Award" to allow staff members the opportunity to call to the board's attention, those co-workers, who unselfishly, contribute to the ROP team.

To nominate an individual for the "Teamwork Award" complete and submit the nomination form (see appendix) to the Personnel Office for approval. If approved, the nominee is notified of their award and notified of the date and time of the ceremony.

2. **Nomination Rules**

Classified, certificated, or leadership employees can anonymously nominate candidates for the "Teamwork Award." A nominee is an individual who has provided essential support to you or your team, leading to the successful completion of your duties, outside of their normal responsibility. Each employee within the organization is entitled to nominate two individuals during the course of a semester. Members of the leadership team are not eligible to receive this award from classified or certificated staff.

Members of the leadership team, except for the Superintendent and Directors, may nominate other members of the leadership team, as well as classified and certificated personnel. The Superintendent and Directors are not eligible to receive the award or to submit nominations.

R TOBACCO-FREE SCHOOL GROUNDS

The Joint Board recognizes the health hazards associated with tobacco products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. Employees are encouraged to serve as models for good health practices that are consistent with the district's instructional program.

In accordance with state and federal law, smoking is prohibited in all district facilities and vehicles.

The Board further prohibits the use of tobacco products at all times on district grounds. This prohibition applies to all employees, students and visitors at any activity or event on property owned, leased or rented by or from the district.

The Superintendent or designee shall inform students, parents/guardians, employees and the public about this policy and related procedures. Signs prohibiting the use of tobacco shall be prominently displayed at all entrances to school property.

The Superintendent or designee shall maintain a list of clinics and other resources, which may assist individuals who wish to stop using tobacco products.

S UNEMPLOYMENT INSURANCE

If your employment terminates, or you receive a significant reduction in regular work hours, you may be eligible to receive unemployment benefits. You must file a claim in order to collect this benefit. In case of termination or reduced work hours, inquire with the Personnel Office regarding your rights under the law. The Personnel Office will be happy to provide you with literature and additional information.

T WORKERS' COMPENSATION INSURANCE

The ESGVROP/TC carries workers' compensation insurance coverage, as required by law, to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment, in addition to payment for loss of earnings that result from work-related injuries. The cost of this coverage is paid completely by the district.

If you are injured while at work, please report it immediately to your supervisor, regardless of how minor the injury may be. If you have any questions regarding the workers' compensation insurance program, please contact the Personnel Office.

The ESGVROP/TC, or its insurance carrier, may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not part of the employee's work-related duties.

Procedures

1. In the event of an injury, contact your supervisor immediately and then call the Personnel Office at Del Norte at (626) 472 – 5131. Authorization must be received from the Personnel Office prior to visiting the clinic.
2. If you can not drive yourself, have someone drive you to the Irwindale Industrial Clinic, or **in case of a life and death situation, to the nearest emergency room.**
3. The supervisor must notify the Personnel Office within 24 hours of the accident. A follow-up Accident Report and Employer's "Claim for Workers' Compensation Benefits" must be filed in the Personnel Office within 48 hours of the accident detailing the events leading to the accident, the extent of the accident, information about the scene of the accident, including witnesses, and any other pertinent information that will assist the district to follow up on the claim.
4. The accident victim may only return to the job after receipt of written clearance is submitted to the Personnel Office from the attending/treating physician.