



MANAGEMENT EMPLOYEE – New Hire Documents

Please use 1st day of start of work when signing all documents. Sign & return the following:

- Fingerprint & Criminal History Background Check. At employee expense. Required within a maximum of 10 working days from the date of employment.
TB Clearance. Can be completed on your first day of work.
I-9 Form – Employment Eligibility Verification. Verifies you are legally eligible to work in the U.S. Complete Section 1. Date with first day of work. See “List of Acceptable Documents” and provide identification from that list.
W-4 Form. Use your legal name (as listed on your Social Security card) and mailing address.
EDD Employee’s Withholding Allowance Certificate. This form is required for state income tax withholding.
CalPERS Beneficiary Designation. You are eligible for membership into CalPERS Retirement. For more information, contact Payroll at (209) 575-6539.
CalPERS Member Reciprocal Self-Certification Form
CalSTRS Permissive Membership. (Educational Administrator Only) You are eligible to elect membership into CalSTRS Defined Benefit Program. For detailed information please visit: www.calstrs.com or contract Payroll at (209) 575-6539
Payroll Direct Deposit. (Optional) Use for direct deposit, and attach a voided check.
Oath of Affirmation
Policy Acknowledgment
Recipient Designation Form. In the event of death, this form designates your monetary recipient.
Safety Training (web-based). Complete & return. For questions, please contract Risk Management at (209) 575-6963.
Confidential Data Sheet
Emergency Contact Information
Parking Permit Authorization

Are you a Retiree from CalSTRS or CalPERS?
Yes No

For Information Only:

- What you Need to Know About Your CalPERS
Welcome to CalSTRS (Educational Administrators Only)
Injury & Illness Prevention Program Manual
Affordable Care Act Notice
On-the-Job Injury Reporting Procedure
Tax Sheltered Annuities
Schedule of Holidays
Leadership Handbook

I have received, understand, and completed all the above documents. I understand that all documents are due in Human Resources no later than the 1st day of start of work and failure to complete fully and sign all required documents may result in delay in salary placement, delay in pay and/or delay in start of work.

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

\*\*Please refer to the Benefits Office website for the New Employee Benefits Information.



**IMPORTANT NOTICE ON FINGERPRINTS**

YCCD requires all new employees to undergo fingerprinting for criminal history background checks. An individual who is to be employed or volunteering in Child Care Departments, or as a Custodian, or in the Campus Safety/Security Department or if they have disclosed a misdemeanor or felony, must clear fingerprinting and background checks prior to beginning work.

**Required at LIVESCAN Locations:**

- 1) Valid picture ID (Driver’s License, Passport, etc.)
- 2) LiveScan Submission Form (from MJC Security / Columbia Business Office)
- 3) Payment

**COLUMBIA:** Please report to Columbia College Security (209-566-5476) to pick up your LiveScan form. There is a \$49.00 processing charge. Accepted payments - cash, check, credit card, Venmo, and Apple/Google pay. Make check or money order payable to YCCD.

\* \* \* \* \*

**LIVESCAN locations:**

Tuolumne County Superintendent of Schools	By appt. Only
175 S. Fairview Ln.	Mon & Wed: 12pm – 3:30pm
Sonora	Tues, Thurs, & Fri: 10:00am – 1:00pm
209-536-2013	Cost: \$23 (Exact amount for cash)

**MODESTO:** Please report to MJC Campus Security (575-6351) to pick up your Live Scan form. There is a \$49.00 processing charge payment method: cash (exact amount) check or money orders are accepted. Make check or money order payable to YCCD. Also know your social security number, supervisor’s name, and your working title.

\* \* \* \* \*

**LIVESCAN locations:**

CSU, Stanislaus	Walk-Ins Only
801 West Monte Vista Ave	Mon & Fri 8am-3pm
Turlock	Tues, Weds, Thurs: 8am-7pm
209-667-3124	Cost: \$25 cash only
Maxx 1 Security	Appointments Only
121 E Orangeburg Ste. #7	Cost: \$30
Modesto	
209-499-3885	

*NOTE:* LiveScan may be performed with any LiveScan service provider.



# Employment Eligibility Verification

## Department of Homeland Security

### U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
OMB No.1615-0047  
Expires 07/31/2026

**START HERE:** Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

**ANTI-DISCRIMINATION NOTICE:** All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

**Section 1. Employee Information and Attestation:** Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)		First Name (Given Name)		Middle Initial (if any)	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number (if any)	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number		Employee's Email Address			Employee's Telephone Number
<p><b>I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.</b></p>		Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):				
		<input type="checkbox"/> 1. A citizen of the United States				
		<input type="checkbox"/> 2. A noncitizen national of the United States (See Instructions.)				
		<input type="checkbox"/> 3. A lawful permanent resident (Enter USCIS or A-Number.)				
<input type="checkbox"/> 4. A noncitizen (other than <b>Item Numbers 2.</b> and <b>3.</b> above) authorized to work until (exp. date, if any)						
If you check <b>Item Number 4.</b> , enter one of these:						
USCIS A-Number		OR	Form I-94 Admission Number		OR	Foreign Passport Number and Country of Issuance
Signature of Employee				Today's Date (mm/dd/yyyy)		

**If a preparer and/or translator assisted you in completing Section 1, that person MUST complete the [Preparer and/or Translator Certification](#) on Page 3.**

**Section 2. Employer Review and Verification:** Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

	List A	OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)	<p><b>Additional Information</b></p>    <p>Check here if you used an alternative procedure authorized by DHS to examine documents.</p>				
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					

<p><b>Certification:</b> I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.</p>		First Day of Employment (mm/dd/yyyy):
Last Name, First Name and Title of Employer or Authorized Representative		Signature of Employer or Authorized Representative
		Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name		Employer's Business or Organization Address, City or Town, State, ZIP Code

**For reverification or rehire, complete [Supplement B, Reverification and Rehire](#) on Page 4.**

## LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

\* Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

**Examples of many of these documents appear in the Handbook for Employers (M-274).**

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security               <p style="margin-left: 20px;">For examples, see <a href="#">Section 7</a> and <a href="#">Section 13</a> of the M-274 on <a href="https://uscis.gov/i-9-central">uscis.gov/i-9-central</a>.</p> <p style="margin-left: 20px;">The Form I-766, Employment Authorization Document, is a List A, <b>Item Number 4</b>, document, not a List C document.</p> </li> </ol>
<p><b>Acceptable Receipts</b></p> <p>May be presented in lieu of a document listed above for a temporary period.</p> <p>For receipt validity dates, see the M-274.</p>				
<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List A document.</li> <li>• Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual.</li> <li>• Form I-94 with "RE" notation or refugee stamp issued to a refugee.</li> </ul>	OR	<p>Receipt for a replacement of a lost, stolen, or damaged List B document.</p>	AND	<p>Receipt for a replacement of a lost, stolen, or damaged List C document.</p>

\*Refer to the Employment Authorization Extensions page on [I-9 Central](#) for more information.





# Supplement A, Preparer and/or Translator Certification for Section 1

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-9  
Supplement A  
OMB No. 1615-0047  
Expires 07/31/2026

Last Name ( <i>Family Name</i> ) from <b>Section 1</b> .	First Name ( <i>Given Name</i> ) from <b>Section 1</b> .	Middle initial (if any) from <b>Section 1</b> .
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**Instructions:** This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code



# Supplement B, Reverification and Rehire (formerly Section 3)

Department of Homeland Security  
U.S. Citizenship and Immigration Services

**USCIS  
Form I-9  
Supplement B**  
OMB No. 1615-0047  
Expires 07/31/2026

Last Name ( <i>Family Name</i> ) from Section 1.	First Name ( <i>Given Name</i> ) from Section 1.	Middle initial (if any) from Section 1.
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**Instructions:** This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#)

Date of Rehire ( <i>if applicable</i> )	New Name ( <i>if applicable</i> )		
Date ( <i>mm/dd/yyyy</i> )	Last Name (Family Name)	First Name (Given Name)	Middle Initial

**Reverification:** If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) ( <i>mm/dd/yyyy</i> )
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**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.**

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date ( <i>mm/dd/yyyy</i> )
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Additional Information (Initial and date each notation.)

Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire ( <i>if applicable</i> )	New Name ( <i>if applicable</i> )		
Date ( <i>mm/dd/yyyy</i> )	Last Name (Family Name)	First Name (Given Name)	Middle Initial

**Reverification:** If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) ( <i>mm/dd/yyyy</i> )
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**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.**

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date ( <i>mm/dd/yyyy</i> )
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Additional Information (Initial and date each notation.)

Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire ( <i>if applicable</i> )	New Name ( <i>if applicable</i> )		
Date ( <i>mm/dd/yyyy</i> )	Last Name (Family Name)	First Name (Given Name)	Middle Initial

**Reverification:** If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) ( <i>mm/dd/yyyy</i> )
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**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.**

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date ( <i>mm/dd/yyyy</i> )
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Additional Information (Initial and date each notation.)

Check here if you used an alternative procedure authorized by DHS to examine documents.

# Employee's Withholding Certificate

Department of the Treasury  
Internal Revenue Service

**Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.  
Give Form W-4 to your employer.  
Your withholding is subject to review by the IRS.**

**2025**

<b>Step 1: Enter Personal Information</b>	<b>(a)</b> First name and middle initial _____ Last name _____	<b>(b)</b> Social security number _____
	Address _____	
	City or town, state, and ZIP code _____	
	<b>(c)</b> <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly or Qualifying surviving spouse <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)	

**TIP:** Consider using the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to determine the most accurate withholding for the rest of the year if: you are completing this form after the beginning of the year; expect to work only part of the year; or have changes during the year in your marital status, number of jobs for you (and/or your spouse if married filing jointly), dependents, other income (not from jobs), deductions, or credits. Have your most recent pay stub(s) from this year available when using the estimator. At the beginning of next year, use the estimator again to recheck your withholding.

**Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5.** See page 2 for more information on each step, who can claim exemption from withholding, and when to use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App).

**Step 2:  
Multiple Jobs  
or Spouse  
Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

**(a)** Use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) for the most accurate withholding for this step (and Steps 3–4). If you or your spouse have self-employment income, use this option; **or**

**(b)** Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **or**

**(c)** If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate . . . . .

**Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs.** Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

<b>Step 3: Claim Dependent and Other Credits</b>	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly): Multiply the number of qualifying children under age 17 by \$2,000 \$ _____ Multiply the number of other dependents by \$500 . . . . . \$ _____ Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here . . . . .	<b>3</b>	\$ _____
<b>Step 4 (optional): Other Adjustments</b>	<b>(a) Other income (not from jobs).</b> If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . .	<b>4(a)</b>	\$ _____
	<b>(b) Deductions.</b> If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . .	<b>4(b)</b>	\$ _____
	<b>(c) Extra withholding.</b> Enter any additional tax you want withheld each pay period . . . . .	<b>4(c)</b>	\$ _____

<b>Step 5: Sign Here</b>	Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.		
	<b>Employee's signature</b> (This form is not valid unless you sign it.) _____	<b>Date</b> _____	

<b>Employers Only</b>	Employer's name and address _____	First date of employment _____	Employer identification number (EIN) _____
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

### Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505, Tax Withholding and Estimated Tax.

**Exemption from withholding.** You may claim exemption from withholding for 2025 if you meet both of the following conditions: you had no federal income tax liability in 2024 and you expect to have no federal income tax liability in 2025. You had no federal income tax liability in 2024 if (1) your total tax on line 24 on your 2024 Form 1040 or 1040-SR is zero (or less than the sum of lines 27, 28, and 29), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2025 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 17, 2026.

**Your privacy.** Steps 2(c) and 4(a) ask for information regarding income you received from sources other than the job associated with this Form W-4. If you have concerns with providing the information asked for in Step 2(c), you may choose Step 2(b) as an alternative; if you have concerns with providing the information asked for in Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c) as an alternative.

**When to use the estimator.** Consider using the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) if you:

1. Are submitting this form after the beginning of the year;
2. Expect to work only part of the year;
3. Have changes during the year in your marital status, number of jobs for you (and/or your spouse if married filing jointly), or number of dependents, or changes in your deductions or credits;
4. Receive dividends, capital gains, social security, bonuses, or business income, or are subject to the Additional Medicare Tax or Net Investment Income Tax; or
5. Prefer the most accurate withholding for multiple job situations.

**TIP:** Have your most recent pay stub(s) from this year available when using the estimator to account for federal income tax that has already been withheld this year. At the beginning of next year, use the estimator again to recheck your withholding.

**Self-employment.** Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay these taxes through withholding from your wages, use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to figure the amount to have withheld.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

**Step 1(c).** Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

**Step 2.** Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work. Submit a separate Form W-4 for each job.

Option (a) most accurately calculates the additional tax you need to have withheld, while option (b) does so with a little less accuracy.

Instead, if you (and your spouse) have a total of only two jobs, you may check the box in option (c). The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



**Multiple jobs.** Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

**Step 3.** This step provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 501, Dependents, Standard Deduction, and Filing Information. You can also include other tax credits for which you are eligible in this step, such as the foreign tax credit and the education tax credits. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

### Step 4 (optional).

**Step 4(a).** Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

**Step 4(b).** Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2025 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

**Step 4(c).** Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b) – Multiple Jobs Worksheet (Keep for your records.)



If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on only ONE Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job. To be accurate, submit a new Form W-4 for all other jobs if you have not updated your withholding since 2019.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables; or, you can use the online withholding estimator at www.irs.gov/W4App.

- 1 Two jobs. If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, skip to line 3. 1 \$
2 Three jobs. If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
a Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a. 2a \$
b Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b. 2b \$
c Add the amounts from lines 2a and 2b and enter the result on line 2c. 2c \$
3 Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc. 3
4 Divide the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in Step 4(c) of Form W-4 for the highest paying job (along with any other additional amount you want withheld). 4 \$

Step 4(b) – Deductions Worksheet (Keep for your records.)



- 1 Enter an estimate of your 2025 itemized deductions (from Schedule A (Form 1040)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income. 1 \$
2 Enter: { \$30,000 if you're married filing jointly or a qualifying surviving spouse; \$22,500 if you're head of household; \$15,000 if you're single or married filing separately } 2 \$
3 If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-" 3 \$
4 Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040)). See Pub. 505 for more information. 4 \$
5 Add lines 3 and 4. Enter the result here and in Step 4(b) of Form W-4. 5 \$

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



**Married Filing Jointly or Qualifying Surviving Spouse**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$0	\$700	\$850	\$910	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020
\$10,000 - 19,999	0	700	1,700	1,910	2,110	2,220	2,220	2,220	2,220	2,220	2,220	3,220
\$20,000 - 29,999	700	1,700	2,760	3,110	3,310	3,420	3,420	3,420	3,420	3,420	4,420	5,420
\$30,000 - 39,999	850	1,910	3,110	3,460	3,660	3,770	3,770	3,770	3,770	4,770	5,770	6,770
\$40,000 - 49,999	910	2,110	3,310	3,660	3,860	3,970	3,970	3,970	4,970	5,970	6,970	7,970
\$50,000 - 59,999	1,020	2,220	3,420	3,770	3,970	4,080	4,080	5,080	6,080	7,080	8,080	9,080
\$60,000 - 69,999	1,020	2,220	3,420	3,770	3,970	4,080	5,080	6,080	7,080	8,080	9,080	10,080
\$70,000 - 79,999	1,020	2,220	3,420	3,770	3,970	5,080	6,080	7,080	8,080	9,080	10,080	11,080
<b>\$80,000 - 99,999</b>	1,020	2,220	3,420	4,620	5,820	6,930	7,930	8,930	9,930	10,930	11,930	12,930
\$100,000 - 149,999	1,870	4,070	6,270	7,620	8,820	9,930	10,930	11,930	12,930	14,010	15,210	16,410
\$150,000 - 239,999	1,870	4,240	6,640	8,190	9,590	10,890	12,090	13,290	14,490	15,690	16,890	18,090
<b>\$240,000 - 259,999</b>	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,100	18,300
\$260,000 - 279,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,100	18,300
\$280,000 - 299,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,100	18,300
\$300,000 - 319,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,170	19,170
\$320,000 - 364,999	2,040	4,440	6,840	8,390	9,790	11,100	12,470	14,470	16,470	18,470	20,470	22,470
\$365,000 - 524,999	2,790	6,290	9,790	12,440	14,940	17,350	19,650	21,950	24,250	26,550	28,850	31,150
\$525,000 and over	3,140	6,840	10,540	13,390	16,090	18,700	21,200	23,700	26,200	28,700	31,200	33,700

**Single or Married Filing Separately**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$200	\$850	\$1,020	\$1,020	\$1,020	\$1,370	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$2,040
\$10,000 - 19,999	850	1,700	1,870	1,870	2,220	3,220	3,720	3,720	3,720	3,720	3,890	4,090
<b>\$20,000 - 29,999</b>	1,020	1,870	2,040	2,390	3,390	4,390	4,890	4,890	4,890	5,060	5,260	5,460
\$30,000 - 39,999	1,020	1,870	2,390	3,390	4,390	5,390	5,890	5,890	6,060	6,260	6,460	6,660
\$40,000 - 59,999	1,220	3,070	4,240	5,240	6,240	7,240	7,880	8,080	8,280	8,480	8,680	8,880
\$60,000 - 79,999	1,870	3,720	4,890	5,890	7,030	8,230	8,930	9,130	9,330	9,530	9,730	9,930
\$80,000 - 99,999	1,870	3,720	5,030	6,230	7,430	8,630	9,330	9,530	9,730	9,930	10,130	10,580
\$100,000 - 124,999	2,040	4,090	5,460	6,660	7,860	9,060	9,760	9,960	10,160	10,950	11,950	12,950
\$125,000 - 149,999	2,040	4,090	5,460	6,660	7,860	9,060	9,950	10,950	11,950	12,950	13,950	14,950
\$150,000 - 174,999	2,040	4,090	5,460	6,660	8,450	10,450	11,950	12,950	13,950	15,080	16,380	17,680
\$175,000 - 199,999	2,040	4,290	6,450	8,450	10,450	12,450	13,950	15,230	16,530	17,830	19,130	20,430
<b>\$200,000 - 249,999</b>	2,720	5,570	7,900	10,200	12,500	14,800	16,600	17,900	19,200	20,500	21,800	23,100
\$250,000 - 399,999	2,970	6,120	8,590	10,890	13,190	15,490	17,290	18,590	19,890	21,190	22,490	23,790
\$400,000 - 449,999	2,970	6,120	8,590	10,890	13,190	15,490	17,290	18,590	19,890	21,190	22,490	23,790
<b>\$450,000 and over</b>	3,140	6,490	9,160	11,660	14,160	16,660	18,660	20,160	21,660	23,160	24,660	26,160

**Head of Household**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$450	\$850	\$1,000	\$1,020	\$1,020	\$1,020	\$1,020	\$1,870	\$1,870	\$1,870	\$1,890
\$10,000 - 19,999	450	1,450	2,000	2,200	2,220	2,220	2,220	3,180	4,070	4,070	4,090	4,290
\$20,000 - 29,999	850	2,000	2,600	2,800	2,820	2,820	3,780	4,780	5,670	5,690	5,890	6,090
\$30,000 - 39,999	1,000	2,200	2,800	3,000	3,020	3,980	4,980	5,980	6,890	7,090	7,290	7,490
\$40,000 - 59,999	1,020	2,220	2,820	3,830	4,850	5,850	6,850	8,050	9,130	9,330	9,530	9,730
\$60,000 - 79,999	1,020	3,030	4,630	5,830	6,850	8,050	9,250	10,450	11,530	11,730	11,930	12,130
\$80,000 - 99,999	1,870	4,070	5,670	7,060	8,280	9,480	10,680	11,880	12,970	13,170	13,370	13,570
\$100,000 - 124,999	1,950	4,350	6,150	7,550	8,770	9,970	11,170	12,370	13,450	13,650	14,650	15,650
<b>\$125,000 - 149,999</b>	2,040	4,440	6,240	7,640	8,860	10,060	11,260	12,860	14,740	15,740	16,740	17,740
\$150,000 - 174,999	2,040	4,440	6,240	7,640	8,860	10,860	12,860	14,860	16,740	17,740	18,940	20,240
\$175,000 - 199,999	2,040	4,440	6,640	8,840	10,860	12,860	14,860	16,910	19,090	20,390	21,690	22,990
\$200,000 - 249,999	2,720	5,920	8,520	10,960	13,280	15,580	17,880	20,180	22,360	23,660	24,960	26,260
\$250,000 - 449,999	2,970	6,470	9,370	11,870	14,190	16,490	18,790	21,090	23,280	24,580	25,880	27,180
<b>\$450,000 and over</b>	3,140	6,840	9,940	12,640	15,160	17,660	20,160	22,660	25,050	26,550	28,050	29,550





### Employee's Withholding Allowance Certificate

Complete this form so that your employer can withhold the correct California state income tax from your paycheck.

<b>Enter Personal Information</b>	
First, Middle, Last Name	Social Security Number
Address	Filing Status
City State ZIP Code	<input type="checkbox"/> Single or Married (with two or more incomes) <input type="checkbox"/> Married (one income) <input type="checkbox"/> Head of Household

- Use Worksheet A for Regular Withholding allowances. Use other worksheets on the following pages as applicable.
  - Number of Regular Withholding Allowances (**Worksheet A**)
  - Number of allowances from the Estimated Deductions (**Worksheet B**, if applicable.)
  - Total Number of Allowances you are claiming
- Additional amount, if any, you want withheld each pay period (if employer agrees), (**Worksheet C**)  
OR

#### Exemption from Withholding

- I claim exemption from withholding for 2024, and I certify I meet both of the conditions for exemption. (Check box here)   
OR
- I certify under penalty of perjury that I am **not subject** to California withholding. I meet the conditions set forth under the Service Member Civil Relief Act, as amended by the Military Spouses Residency Relief Act and the Veterans Benefits and Transition Act of 2018. (Check box here)

Under the penalties of perjury, I certify that the number of withholding allowances claimed on this certificate does not exceed the number to which I am entitled or, if claiming exemption from withholding, that I am entitled to claim the exempt status.

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

<b>Employer's Section: Employer's Name and Address</b> Yosemite Community College District PO Box 4065 Modesto, CA 95352	<b>California Employer Payroll Tax Account Number</b>  80292691
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**Purpose:** The *Employee's Withholding Allowance Certificate* (DE 4) is for **California Personal Income Tax (PIT)** withholding purposes only. The DE 4 is used to compute the amount of taxes to be withheld from your wages, by your employer, to accurately reflect your state tax withholding obligation.

Beginning January 1, 2020, *Employee's Withholding Allowance Certificate* (Form W-4) from the Internal Revenue Service (IRS) will be used for federal income tax withholding **only**. You must file the state form DE 4 to determine the appropriate California PIT withholding.

If you do not provide your employer with a DE 4, the employer must use Single with Zero withholding allowance.

**Check Your Withholding:** After your DE 4 takes effect, compare the state income tax withheld with your estimated total annual tax. For state withholding, use the worksheets on this form.

**Exemption From Withholding:** If you wish to claim exempt, complete the federal Form W-4 and the state DE 4. You may claim exempt from withholding California income tax if you meet both of the following conditions for exemption:

- You did not owe any federal/state income tax last year, and
- You do not expect to owe any federal/state income tax this year. The exemption is good for one year.

If you continue to qualify for the exempt filing status, a new DE 4 designating **exempt** must be submitted by February 15 each year to continue your exemption. If you are not having federal/state income tax withheld this year but expect to have a tax liability next year, you are required to give your employer a new DE 4 by December 1.

**Member Service Civil Relief Act:** Under this act, as provided by the Military Spouses Residency Relief Act and the Veterans Benefits and Transition Act of 2018, you may be exempt from California income tax withholding on your wages if

- Your spouse is a member of the armed forces present in California in compliance with military orders;
- You are present in California solely to be with your spouse; and
- You maintain your domicile in another state.

If you claim exemption under **this** act, **check the box on Line 4**. You may be required to provide proof of exemption upon request.

The [California Employer's Guide \(DE 44\)](http://edd.ca.gov/pdf_pub_ctr/de44.pdf) (edd.ca.gov/pdf\_pub\_ctr/de44.pdf) provides the income tax withholding tables. This publication may be found by visiting [Payroll Taxes - Forms and Publications](http://edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm) (edd.ca.gov/Payroll\_Taxes/Forms\_and\_Publications.htm). To assist you in calculating your tax liability, please visit the [Franchise Tax Board \(FTB\)](http://ftb.ca.gov) (ftb.ca.gov).

If you need information on your last *California Resident Income Tax Return* (FTB Form 540), visit the [FTB](http://ftb.ca.gov) (ftb.ca.gov).

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**Notification:** The burden of proof rests with the employee to show the correct California income tax withholding. Pursuant to section 4340-1(e) of [Title 22, California Code of Regulations \(CCR\)](http://govt.westlaw.com/calregs/Search/Index) (govt.westlaw.com/calregs/Search/Index), the FTB or the EDD may, by special direction in writing, require an employer to submit a Form W-4 or DE 4 when such forms are necessary for the administration of the withholding tax programs.

**Penalty:** You may be fined \$500 if you file, with no reasonable basis, a DE 4 that results in less tax being withheld than is properly allowable. In addition, criminal penalties apply for willfully supplying false or fraudulent information or failing to supply information requiring an increase in withholding. This is provided by section 13101 of the [California Unemployment Insurance Code](http://leginfo.ca.gov/faces/codes.xhtml) (leginfo.ca.gov/faces/codes.xhtml) and section 19176 of the [Revenue and Taxation Code](http://leginfo.ca.gov/faces/codes.xhtml) (leginfo.ca.gov/faces/codes.xhtml).

## Worksheets

### Instructions — 1 — Allowances\*

When determining your withholding allowances, you must consider your personal situation:

- Do you claim allowances for dependents or blindness?
- Will you itemize your deductions?
- Do you have more than one income coming into the household?

**Two-Earners/Multiple Incomes:** When earnings are derived from more than one source, under-withholding may occur. If you have a working spouse or more than one job, it is best to check the box "SINGLE or MARRIED (with two or more incomes)." Figure the total number of allowances you are entitled to claim on all jobs using only one DE 4 form. Claim allowances with **one** employer.

Do **not** claim the same allowances with more than one employer. Your withholding will usually be most accurate when all allowances are claimed on the DE 4 filed for the highest paying job and zero allowances are claimed for the others.

**Married But Not Living With Your Spouse:** You may check the "Head of Household" marital status box if you meet all of the following tests:

- (1) Your spouse will not live with you **at any time** during the year;
- (2) You will furnish over half of the cost of maintaining a home for the entire year for yourself and your child or stepchild who qualifies as your dependent; **and**
- (3) You will file a separate return for the year.

**Head of Household:** To qualify, you must be unmarried or legally separated from your spouse and pay more than 50% of the costs of maintaining a home for the **entire** year for yourself and your dependent(s) or other qualifying individuals. Cost of maintaining the home includes such items as rent, property insurance, property taxes, mortgage interest, repairs, utilities, and cost of food. It does not include the individual's personal expenses or any amount which represents value of services performed by a member of the household of the taxpayer.

### Worksheet A

### Regular Withholding Allowances

(A) Allowance for yourself — enter 1	(A)
(B) Allowance for your spouse (if not separately claimed by your spouse) — enter 1	(B)
(C) Allowance for blindness — yourself — enter 1	(C)
(D) Allowance for blindness — your spouse (if not separately claimed by your spouse) — enter 1	(D)
(E) Allowance(s) for dependent(s) — do not include yourself or your spouse	(E)
(F) Total — add lines (A) through (E) above and enter on line 1a of the DE 4	(F)

### Instructions — 2 — (Optional) Additional Withholding Allowances

If you expect to itemize deductions on your California income tax return, you can claim additional withholding allowances. Use Worksheet B to determine whether your expected estimated deductions may entitle you to claim **one or more additional** withholding allowances. Use last year's FTB Form 540 as a model to calculate this year's withholding amounts.

Do not include deferred compensation, qualified pension payments, or flexible benefits, etc., that are deducted from your gross pay but are not taxed on this worksheet.

You may reduce the amount of tax withheld from your wages by claiming one additional withholding allowance for each \$1,000, or fraction of \$1,000, by which you expect your estimated deductions for the year to exceed your allowable standard deduction.

### Worksheet B

### Estimated Deductions

Use this worksheet **only** if you plan to itemize deductions, claim certain adjustments to income, or have a large amount of nonwage income not subject to withholding.

1. Enter an estimate of your itemized deductions for California taxes for this tax year as listed in the schedules in the FTB Form 540	1.
2. Enter \$10,726 if married filing joint with two or more allowances, unmarried head of household, or qualifying widow(er) with dependent(s) or \$5,363 if single or married filing separately, dual income married, or married with multiple employers	– 2.
3. Subtract line 2 from line 1, enter difference	= 3.
4. Enter an estimate of your adjustments to income (alimony payments, IRA deposits)	+ 4.
5. Add line 4 to line 3, enter sum	= 5.
6. Enter an estimate of your nonwage income (dividends, interest income, alimony receipts)	– 6.
7. If line 5 is greater than line 6 (if less, see below [go to line 9]); Subtract line 6 from line 5, enter difference	= 7.
8. Divide the amount on line 7 by \$1,000, round any fraction to the nearest whole number enter this number on line 1b of the DE 4. Complete Worksheet C, if needed, otherwise <b>stop here</b> .	8.
9. If line 6 is greater than line 5; Enter amount from line 6 (nonwage income)	9.
10. Enter amount from line 5 (deductions)	10.
11. Subtract line 10 from line 9, enter difference. Then, complete Worksheet C.	11.

\*Wages paid to registered domestic partners will be treated the same for state income tax purposes as wages paid to spouses for California PIT withholding and PIT wages. This law does not impact federal income tax law. A registered domestic partner means an individual partner in a domestic partner relationship within the meaning of section 297 of the Family Code. For more information, please call our Taxpayer Assistance Center at 1-888-745-3886.

1. Enter estimate of total wages for tax year 2024. 1.
2. Enter estimate of nonwage income (line 6 of Worksheet B). 2.
3. Add line 1 and line 2. Enter sum. 3.
4. Enter itemized deductions or standard deduction (line 1 or 2 of Worksheet B, whichever is largest). 4.
5. Enter adjustments to income (line 4 of Worksheet B). 5.
6. Add line 4 and line 5. Enter sum. 6.
7. Subtract line 6 from line 3. Enter difference. 7.
8. Figure your tax liability for the amount on line 7 by using the 2024 tax rate schedules below. 8.
9. Enter personal exemptions (line F of Worksheet A x \$158.40). 9.
10. Subtract line 9 from line 8. Enter difference. 10.
11. Enter any tax credits. (See FTB Form 540). 11.
12. Subtract line 11 from line 10. Enter difference. This is your total tax liability. 12.
13. Calculate the tax withheld and estimated to be withheld during 2024. Contact your employer to request the amount that will be withheld on your wages based on the marital status and number of withholding allowances you will claim for 2024. Multiply the estimated amount to be withheld by the number of pay periods left in the year. Add the total to the amount already withheld for 2024. 13.
14. Subtract line 13 from line 12. Enter difference. If this is less than zero, you do not need to have additional taxes withheld. 14.
15. Divide line 14 by the number of pay periods remaining in the year. Enter this figure on line 2 of the DE 4. 15.

**Note:** Your employer is not required to withhold the additional amount requested on line 2 of your DE 4. If your employer does not agree to withhold the additional amount, you may increase your withholdings as much as possible by using the "single" status with "zero" allowances. If the amount withheld still results in an underpayment of state income taxes, you may need to file quarterly estimates on Form 540-ES with the FTB to avoid a penalty.

*These Tables Are for Calculating Worksheet C and for 2024 Only*

**Single Persons, Dual Income Married or Married With Multiple Employers**

IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...		PLUS
\$0	\$10,412	1.100%	\$0	\$0.00
\$10,412	\$24,684	2.200%	\$10,412	\$114.53
\$24,684	\$38,959	4.400%	\$24,684	\$428.51
\$38,959	\$54,081	6.600%	\$38,959	\$1,056.61
\$54,081	\$68,350	8.800%	\$54,081	\$2,054.66
\$68,350	\$349,137	10.230%	\$68,350	\$3,310.33
\$349,137	\$418,961	11.330%	\$349,137	\$32,034.84
\$418,961	\$698,271	12.430%	\$418,961	\$39,945.90
\$698,271	\$1,000,000	13.530%	\$698,271	\$74,664.13
\$1,000,000	and over	14.630%	\$1,000,000	\$115,488.06

**Married Persons**

IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...		PLUS
\$0	\$20,824	1.100%	\$0	\$0.00
\$20,824	\$49,368	2.200%	\$20,824	\$229.06
\$49,368	\$77,918	4.400%	\$49,368	\$857.03
\$77,918	\$108,162	6.600%	\$77,918	\$2,113.23
\$108,162	\$136,700	8.800%	\$108,162	\$4,109.33
\$136,700	\$698,274	10.230%	\$136,700	\$6,620.67
\$698,274	\$837,922	11.330%	\$698,274	\$64,069.69
\$837,922	\$1,000,000	12.430%	\$837,922	\$79,891.81
\$1,000,000	\$1,396,542	13.530%	\$1,000,000	\$100,038.11
\$1,396,542	and over	14.630%	\$1,396,542	\$153,690.24

**Unmarried/Head of Household**

IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...		PLUS
\$0	\$20,839	1.100%	\$0	\$0.00
\$20,839	\$49,371	2.200%	\$20,839	\$229.23
\$49,371	\$63,644	4.400%	\$49,371	\$856.93
\$63,644	\$78,765	6.600%	\$63,644	\$1,484.94
\$78,765	\$93,037	8.800%	\$78,765	\$2,482.93
\$93,037	\$474,824	10.230%	\$93,037	\$3,738.87
\$474,824	\$569,790	11.330%	\$474,824	\$42,795.68
\$569,790	\$949,649	12.430%	\$569,790	\$53,555.33
\$949,649	\$1,000,000	13.530%	\$949,649	\$100,771.80
\$1,000,000	and over	14.630%	\$1,000,000	\$107,584.29

If you need information on your last California Resident Income Tax Return, FTB Form 540, visit [\[FTB\]](https://ftb.ca.gov) (ftb.ca.gov).

The DE 4 information is collected for purposes of administering the PIT law and under the authority of Title 22, CCR, section 4340-1, and the California Revenue and Taxation Code, including section 18624. The Information Practices Act of 1977 requires that individuals be notified of how information they provide may be used. Further information is contained in the instructions that came with your last California resident income tax return.

**California Public Employees' Retirement System**

## Pre-Retirement Lump-Sum Beneficiary Designation

Complete this form if you are currently employed (active) or an inactive member and you wish to designate a beneficiary or change your existing beneficiary designation for lump-sum benefits. Please print clearly. We are unable to process this form if there are erasures or corrections. See the information and instructions page for more detailed information.

### Section 1

#### Information About You

Please provide your name as it appears on your Social Security card.

Your Name (First Name, Middle Initial, Last Name)		Social Security Number or CalPERS ID	
(      )	(      )		
Daytime Phone	Alternate Phone		
Address			
City	State	ZIP	

### Section 2

#### Your Primary Beneficiary Information

Please see the last page of this form for information on your pre-retirement benefits and instructions on how to name more than four primary beneficiaries.

If a percentage (%) is entered, make sure the total equals 100%.

Name of Primary Beneficiary (First Name, Middle Initial, Last Name)		Birth Date (mm/dd/yyyy)	
	%		
Relationship to You	Percentage of Benefit	Social Security Number or CalPERS ID	
Address			
City	State	ZIP	
Name of Primary Beneficiary (First Name, Middle Initial, Last Name)		Birth Date (mm/dd/yyyy)	
	%		
Relationship to You	Percentage of Benefit	Social Security Number or CalPERS ID	
Address			
City	State	ZIP	
Name of Primary Beneficiary (First Name, Middle Initial, Last Name)		Birth Date (mm/dd/yyyy)	
	%		
Relationship to You	Percentage of Benefit	Social Security Number or CalPERS ID	
Address			
City	State	ZIP	

Put your name and Social Security number or CalPERS ID at the top of every page.

_____ Your Name	_____ Social Security Number or CalPERS ID
--------------------	---

**Section 2, cont.**

**Your Primary Beneficiary Information**

_____ Name of Primary Beneficiary (First Name, Middle Initial, Last Name)		_____ Birth Date (mm/dd/yyyy)
_____ Relationship to You	_____ Percentage of Benefit	_____ Social Security Number or CalPERS ID
_____ Address		
_____ City	_____ State	_____ ZIP

**Section 3**

**Your Secondary Beneficiary Information**

Please see the last page of this form for instructions on how to name more than three secondary beneficiaries.

If a percentage (%) is entered, make sure the total equals 100%.

_____ Name of Secondary Beneficiary (First Name, Middle Initial, Last Name)		_____ Birth Date (mm/dd/yyyy)
_____ Relationship to You	_____ Percentage of Benefit	_____ Social Security Number or CalPERS ID
_____ Address		
_____ City	_____ State	_____ ZIP

_____ Name of Secondary Beneficiary (First Name, Middle Initial, Last Name)		_____ Birth Date (mm/dd/yyyy)
_____ Relationship to You	_____ Percentage of Benefit	_____ Social Security Number or CalPERS ID
_____ Address		
_____ City	_____ State	_____ ZIP

_____ Name of Secondary Beneficiary (First Name, Middle Initial, Last Name)		_____ Birth Date (mm/dd/yyyy)
_____ Relationship to You	_____ Percentage of Benefit	_____ Social Security Number or CalPERS ID
_____ Address		
_____ City	_____ State	_____ ZIP



**Section 4**

**Spousal Consent to Beneficiary Designation**

You must review and sign this acknowledgment if you are married or in a registered domestic partnership and you name someone other than your spouse or domestic partner as a beneficiary to receive any lump-sum benefits which may be payable upon your death.

**Member Acknowledgment**

I understand that if I am married or in a registered domestic partnership, my spouse or domestic partner may have community property rights in the following benefit (if applicable):

- The group term life insurance benefit
- The employer share benefit
- The return of any remaining member contributions

If I name someone other than my spouse or domestic partner as my beneficiary for some or all of these benefits and I die before my spouse or domestic partner, he or she may still be entitled to receive his or her community property share of the benefit(s). If I name one or more other individuals as my beneficiary(ies) to receive a benefit listed above, and my spouse or domestic partner does not consent at this time by signing below, CalPERS will award fifty percent (50%) of the community property share of such benefit to my spouse or domestic partner in the event of my death unless he or she waives his or her community property interest in such benefit at the time the benefit becomes payable, and CalPERS will award the remaining fifty percent (50%) of the community property share, plus any separate property share, of such benefit to the named beneficiary(ies).

Your Signature	Date (mm/dd/yyyy)

**Spouse's or Registered Domestic Partner's Consent**

I hereby voluntarily and irrevocably consent to each of the beneficiary designation(s) by my spouse/registered domestic partner on this form. I acknowledge and understand that I am not obligated to consent and, if I do consent, and my spouse or registered domestic partner dies before me and has named a beneficiary other than me, some or all the following benefit will be paid to a beneficiary other than me in accordance with the beneficiary designation(s):

- The group term life insurance benefit
- The employer share benefit
- The return of any remaining member contributions

Your spouse or registered domestic partner should sign this consent if he or she consents to each of your beneficiary designations after reviewing this section.

I understand that I may have community property or other rights in these benefits and I hereby voluntarily waive and release any rights I may have to these benefits. I understand that I do not have to sign this consent and that if I do sign my consent is irrevocable. I acknowledge that I have received a complete explanation of each benefit listed above (if applicable) and I have had the opportunity to consult with an attorney or other professional concerning this waiver.

Your Spouse's or Domestic Partner's Signature	Date (mm/dd/yyyy)

Put your name and Social Security number or CalPERS ID at the top of every page.

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Your Name

Social Security Number or CalPERS ID

### Section 5

## Your Signature

Before submitting your completed form, be sure to make a copy to keep with your important retirement information.

By this beneficiary designation, I hereby revoke any previous designation I have filed. I understand that my marriage or domestic partnership, final dissolution or annulment of my marriage or the termination of my domestic partnership, or the birth or adoption of a child subsequent to the date this form is filed with CalPERS will automatically void this designation. I understand that a designation filed **after** the initiation of dissolution or annulment of marriage or domestic partnership or legal termination of domestic partnership will **not** be revoked when the legal process is finalized.

Are you legally married or in a registered domestic partnership?      Yes      No

If no, please indicate:      Never Married or in Domestic Partnership

Divorced, Annulled, or Domestic Partnership Terminated

Widowed

If you answered yes above, your spouse or registered domestic partner must sign this beneficiary designation unless you have designated him or her as the sole primary beneficiary of any lump-sum benefits. Otherwise, you must complete and submit the **Justification for Absence of Spouse's or Registered Domestic Partner's Signature** form.

I certify, under the penalty of perjury, that the information submitted hereon is true and correct to the best of my knowledge.

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Your Signature

Date (mm/dd/yyyy)

### Section 6

## Your Spouse's or Registered Domestic Partner's Signature

Per Government Code section 21261, I acknowledge that I am aware of the designation made by my spouse or registered domestic partner. I also hereby state that I am the current spouse or registered domestic partner.

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Signature of Spouse or Registered Domestic Partner

Date (mm/dd/yyyy)

--

Date of Marriage or Registered Domestic Partnership (mm/dd/yyyy)

Mail to:

**CalPERS Retirement Benefit Services Division**  
P.O. Box 942711, Sacramento, CA 94229-2711  
Or fax to: (800) 959-6545

## Pre-Retirement Lump-Sum Beneficiary Designation Information

### Information

If you die before you retire, the Public Employees' Retirement Law provides for payment of specific benefits to your surviving beneficiaries. Please order or download your member benefit publication from our website at [www.calpers.ca.gov](http://www.calpers.ca.gov), or see your personnel officer for a description of the benefits. The benefits are payable to the following beneficiaries:

A. If you are a safety member and your death is job related, or if you are not a safety member but you are fatally attacked while performing your official job duties, the Special Death Benefit may be payable. This benefit is payable by law to your surviving spouse/registered domestic partner (whether or not you were still living together at the time of your death) or, if none, to your unmarried children/step-children under age 22, whether or not you have filed a beneficiary designation.

B. If you are eligible for retirement or you are a state member with at least 20 years of state service credit, a monthly survivor allowance may be payable. If you do not have a valid beneficiary designation on file, the benefits will be payable to your surviving spouse/registered domestic partner whom you have been married to or in a partnership with for either one year or prior to the onset of the injury or illness that resulted in death. Or, if there is no eligible surviving spouse/registered domestic partner, the allowance will be payable to your unmarried minor children, if any.

If you do have a valid beneficiary designation on file, your spouse/registered domestic partner may still be entitled to a community property share of your lump-sum contributions or monthly survivor allowance. However, your non-spouse/non-registered domestic partner designated beneficiaries will receive the portion of your lump-sum benefits that are not payable to your spouse/registered domestic partner as his/her community property share.

C. If A and B do not apply and there is no valid beneficiary designation on file at the time of death, the benefits will be payable to your survivors in the following order:

1. Your surviving spouse/registered domestic partner (whether or not you were still living together at the time of your death); or if none,
2. Natural and adopted children, including (in limited situations) a natural child adopted by another, share and share alike; or if none,
3. Parents, share and share alike; or if none,
4. Brothers and sisters, share and share alike; or if none,
5. Your estate (if probated, or subject to probate); or if not,
6. Your trust (if one exists); or if not,
7. Stepchildren, share and share alike; or if none,
8. Grandchildren, including step-grandchildren, share and share alike; or if none,
9. Nieces and nephews, share and share alike; or if none,
10. Great-grandchildren, share and share alike; or if none,
11. Cousins, share and share alike

If A and B do not apply and there is a valid beneficiary designation on file at the time of death, the benefits will be payable to the beneficiary(ies) you designate on the form. **However, if you are married or have a registered domestic partner at the time of death, your spouse/registered domestic partner may still be entitled to a community property share of your lump-sum benefits.**

D. You may designate or change your beneficiaries at any time by completing another **Pre-Retirement Lump-Sum Beneficiary Designation** form. You may name as beneficiary any person or persons, a corporation, or your estate. Payment will be made to your estate only if probated. You may designate a trust as your beneficiary; however, you must provide the name of the trust, the date of the trust, and the name and address where the trust is filed. It is not necessary to provide the name of the trustee. Reminder: **If you are married or in a registered domestic partnership at the time of your death and you do not name your spouse/registered domestic partner as beneficiary, he/she may still be entitled to a community property share of your lump-sum benefits or a share of any monthly survivor allowance that may be payable.**

E. Your beneficiary designation will be revoked automatically, and benefits will be payable to the closest survivor listed in section C, if any of the following events occur after your designation form is received by CalPERS:

1. Your marriage or registration of domestic partnership
2. The initiation of a dissolution or annulment of your marriage or of a legal termination of your registered domestic partnership (However, a designation filed after the initiation of a dissolution/annulment of a marriage or of a termination of registered domestic partnership is **NOT** revoked when the dissolution/annulment/termination is finalized.)
3. The birth of your child or your adoption of a child
4. A termination of membership that results in a refund of your contributions

## Pre-Retirement Lump-Sum Beneficiary Designation Information

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### Section 1

#### Information About You

- Complete all fields.
- 

### Section 2

#### Your Primary Beneficiary Information

- To name additional primary beneficiaries, attach a blank sheet of paper with your additional beneficiary information. Provide the same beneficiary information as required on this form, and be sure to indicate that the beneficiary is primary. Sign and date the paper, and include your Social Security number or CalPERS ID.
- 

### Section 3

#### Your Secondary Beneficiary Information

- The benefit is paid to your named secondary beneficiary or beneficiaries upon the death of your primary beneficiary or beneficiaries.
  - To name additional secondary beneficiaries, attach a blank sheet of paper with your additional beneficiary information. Provide the same beneficiary information as required on this form, and be sure to indicate that the beneficiary is secondary. Sign and date the paper, and include your Social Security number or CalPERS ID.
- 

### Section 4

#### Spousal Consent to Beneficiary Designation

- If you did not name your spouse or registered domestic partner as your lump-sum beneficiary, you must read and sign the **Member Acknowledgment**. Your spouse or registered domestic partner **must** read the **Spouse's or Registered Domestic Partner's Consent**.
- 

### Section 5

#### Your Signature

- Indicate if you are married or have a registered domestic partner.
  - Sign in the required field.
- 

### Section 6

#### Your Spouse's or Registered Domestic Partner's Signature

- Your spouse or registered domestic partner must sign if you did not designate him or her as the sole primary beneficiary for any lump-sum benefits.
- You must complete a **Justification for Absence of Spouse's or Registered Domestic Partner's Signature** form if your spouse or registered domestic partner is unable to sign this form. You can print this form from [www.calpers.ca.gov](http://www.calpers.ca.gov) or call **888 CalPERS** (or **888-225-7377**).

# Privacy Notice

The privacy of personal information is of the utmost importance to CalPERS. The following information is provided to you in compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974.

## Information Purpose

The information requested is collected pursuant to the Government Code (sections 20000 et seq.) and will be used for administration of Board duties under the Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to comply may result in CalPERS being unable to perform its functions regarding your status.

Please do not include information that is not requested.

## Social Security Numbers

Social Security numbers are collected on a mandatory and voluntary basis. If this is CalPERS' first request for disclosure of your Social Security number, then disclosure is mandatory. If your Social Security number has already been provided, disclosure is voluntary. Due to the use of Social Security numbers by other agencies for identification purposes, we may be unable to verify eligibility for benefits without the number.

Social Security numbers are used for the following purposes:

1. Enrollee identification
2. Payroll deduction/state contributions
3. Billing of contracting agencies for employee/ employer contributions
4. Reports to CalPERS and other state agencies
5. Coordination of benefits among carriers
6. Resolving member appeals, complaints, or grievances with health plan carriers

## Information Disclosure

Portions of this information may be transferred to other state agencies (such as your employer), physicians, and insurance carriers, but only in strict accordance with current statutes regarding confidentiality.

## Your Rights

You have the right to review your membership files maintained by the System. For questions about this notice, our Privacy Policy, or your rights, please write to the CalPERS Privacy Officer at 400 Q Street, Sacramento, CA 95811 or call us at **888 CalPERS** (or **888-225-7377**).



# Justification for Absence of Spouse's or Registered Domestic Partner's Signature

888 CalPERS (or 888-225-7377) • TTY: (877) 249-7442

## Section 1

### Member Information

\_\_\_\_\_  
Name of Member (First Name, Middle Initial, Last Name)

\_\_\_\_\_  
Social Security Number or CalPERS ID

Pursuant to Government Code section 21261, an election of optional settlement, designation of beneficiary, or change in beneficiary shall contain the signature of the current spouse or registered domestic partner unless the retirement payment option provides him or her 100 percent of the member's monthly allowance and he or she was also named as the sole beneficiary for any lump-sum benefits.

**If a spouse's or registered domestic partner's signature is required and he or she is unable to sign the retirement application or beneficiary designation form, the following information must be completed by the member.**

- By checking this box, I indicate that I am married or have a registered domestic partner, but my spouse or registered domestic partner did not sign this form because:
  - I do not know and have taken all reasonable steps to determine the whereabouts of my spouse or registered domestic partner; **or**
  - My spouse or registered domestic partner has been advised of the application and has refused to sign the written acknowledgment; **or**
  - My spouse or registered domestic partner is incapable of executing the acknowledgment because of an incapacitating mental or physical condition; **or**
  - My spouse or registered domestic partner has no identifiable community property interest in the benefit; **or**
  - My spouse or registered domestic partner and I have executed a marriage settlement or partnership agreement that makes the community property law inapplicable to the marriage or partnership.

## Section 2

### Information Certification

I certify under penalty of perjury that the foregoing information is true and correct.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Mail to:**

**CalPERS Retirement Benefit Services Division • P.O. Box 942711, Sacramento, California 94229-2711**



# Privacy Notice

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## Information Purpose

The information requested is collected pursuant to the Government Code (sections 20000 et seq.) and will be used for administration of Board duties under the Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to comply may result in CalPERS being unable to perform its functions regarding your status.

Please do not include information that is not requested.

## Social Security Numbers

Social Security numbers are collected on a mandatory and voluntary basis. If this is CalPERS' first request for disclosure of your Social Security number, then disclosure is mandatory. If your Social Security number has already been provided, disclosure is voluntary. Due to the use of Social Security numbers by other agencies for identification purposes, we may be unable to verify eligibility for benefits without the number.

Social Security numbers are used for the following purposes:

1. Enrollee identification
2. Payroll deduction/state contributions
3. Billing of contracting agencies for employee/ employer contributions
4. Reports to CalPERS and other state agencies
5. Coordination of benefits among carriers
6. Resolving member appeals, complaints, or grievances with health plan carriers

## Information Disclosure

Portions of this information may be transferred to other state agencies (such as your employer), physicians, and insurance carriers, but only in strict accordance with current statutes regarding confidentiality.

## Your Rights

You have the right to review your membership files maintained by the System. For questions about this notice, our Privacy Policy, or your rights, please write to the CalPERS Privacy Officer at 400 Q Street, Sacramento, CA 95811 or call us at **888 CalPERS** (or **888-225-7377**).

## Reciprocal Self-Certification Form

Complete the following information and return this form to your employer within 10 business days to determine your eligibility for benefits in CalPERS. Only provide details for membership in the retirement systems found on the enclosed **List of Qualifying Reciprocal Retirement Systems in California** document.

### Section 1: Member Information

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Member Name

---

Date of Birth

CalPERS ID

Enrollment Date with this Employer

Are you a member of CalPERS with funds on deposit?  Yes  No

Are you a member of the defined benefit plan of one of the retirement systems listed on the enclosed List of Qualifying Reciprocal Retirement Systems in California?  Yes  No If yes, complete Section 2 with membership information for each qualifying reciprocal retirement system. Do not provide CalPERS data on this form. **If no, skip to Section 3.**

### Section 2: Qualifying Reciprocal Membership Information

---

The data you provide must be validated with your reciprocal system. Failure to validate information may result in enrollment errors. Refer to the **List of Qualifying Reciprocal Retirement Systems in California** and only include details on this form for membership under the retirement systems listed, not employment covered by CalPERS.

1) Name of most recent reciprocal retirement system:

Membership date in most recent reciprocal system (MM/DD/YYYY):

Are you currently active with this reciprocal system?  Yes  No, provide separation date (or last activity date if a member of CalSTRS (MM/DD/YYYY):

Did you receive a refund from this reciprocal system?  Yes  No, provide refund date (MM/DD/YYYY):

Did you retire from this reciprocal system?  Yes  No, provide retirement date (MM/DD/YYYY):

Note: Provide details below for a second reciprocal system or additional membership periods, if applicable. If not, skip to Section 3.

2) Name of reciprocal retirement system:

Membership date (MM/DD/YYYY):

Are you currently active with this reciprocal system?  Yes  No, provide separation date (or last activity date if a member of CalSTRS (MM/DD/YYYY):

Did you refund from this reciprocal system?  Yes  No, provide refund date (MM/DD/YYYY):

Did you retire from this reciprocal system?  Yes  No, provide retirement date (MM/DD/YYYY):

Note: If you have additional reciprocal membership, attach a second form. If not, skip to Section 3.

### Section 3: Sign and Certify

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I understand that I am subject to the applicable laws and regulations of each system where I have membership. I also understand that completing this form will only determine my enrollment eligibility in CalPERS. It is not a request to establish reciprocity.

I certify that the information on this form has been verified with the qualifying reciprocal retirement system as true and correct and any information found to be incorrect may require corrections to my CalPERS account including, but not limited to, my retirement enrollment level or formula and adjustments to my member contributions. CalPERS may make any necessary corrections to my account to ensure I am properly enrolled and eligible to receive the correct retirement benefits.

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**Member Signature**

**Date**

## List of Qualifying Reciprocal Retirement Systems in California

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Only provide membership information on the **Reciprocal Self-Certification** form for membership in the defined benefit plan of the following systems. **CalPERS data should not be included in Section 2 of the form.**

- Alameda County Employees' Retirement Association (ACERA)
- California State Teachers' Retirement System (CalSTRS) – Defined benefit (DB) plan only; cash balance plans not eligible
- City and County of San Francisco Employees' Retirement System (SFERS)
- City of Concord Retirement System\*
- City of Costa Mesa Public Retirement System\* – Safety only
- City of Delano Retirement System\*
- City of Fresno Retirement System (CFRS)
- City of Pasadena Fire and Police Retirement System – Fire and police only
- City of San Clemente\* - Miscellaneous only
- City of San Jose Office of Retirement Services – Safety and miscellaneous
- Contra Costa County Employees' Retirement Association (CCCERA)
- Contra Costa Water District (CCWD)
- East Bay Municipal Utility District (EBMUD)
- East Bay Regional Park District – Safety only
- Fresno County Employees' Retirement Association (FCERA)
- Imperial County Employees' Retirement Association (ICERS)
- Judges Retirement System II (JRS II)
- Kern County Employees' Retirement Association (KCERA)
- Legislators' Retirement System (LRS)
- Los Angeles City Employees' Retirement System (LACERS) – Miscellaneous only; L.A. Fire and Police Pension System and L.A. Water and Power Employees' Retirement System not eligible
- Los Angeles County Employees' Retirement Association (LACERA)
- Los Angeles County Metropolitan Transportation Authority\* (LACMTA)
- Marin County Employees' Retirement Association (MCERA)
- Mendocino County Employees' Retirement Association (MCERA)
- Merced County Employees' Retirement Association (MCERA)
- Oakland Municipal Employees' Retirement System (City of Oakland)\* – Miscellaneous only
- Orange County Employees' Retirement System (OCERS)
- Sacramento City Employees' Retirement System\*
- Sacramento County Employees' Retirement System (SCERS) – DB plan only; cash balance plans not eligible
- San Bernardino County Employees' Retirement Association (SBCERA)
- San Diego City Employees' Retirement System (SDCERS) – DB plan only; cash balance plans not eligible
- San Diego County Employees' Retirement Association (SDCERA)
- San Joaquin County Employees' Retirement Association (SJCERA)
- San Luis Obispo County Pension Trust (SLOCPT)
- San Mateo County Employees' Retirement Association (SamCERA)
- Santa Barbara County Employees' Retirement System (SBCERS)
- Sonoma County Employees' Retirement Association (SCERA)
- Stanislaus County Employees' Retirement Association (StanCERA)
- Tulare County Employees' Retirement Association (TCERA)
- University of California Retirement Program (UCRP) – DB plan only; cash balance plans not eligible
- Ventura County Employees' Retirement Association (VCERA)

**\*CalPERS-covered agency** – \*Only include details on this form if you were a member under the reciprocal retirement systems listed and not CalPERS-covered

# CalPERS Privacy Notice

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The privacy of personal information is of the utmost importance to CalPERS. The following information is provided to you in compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974.

## Information Purpose

The information requested is collected pursuant to the Government Code (sections 20000 et seq.) and will be used to conduct CalPERS Board of Administration duties under the Public Employees' Retirement Law, the Social Security Act, and/or the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to submit the required information may result in CalPERS being unable to perform its functions regarding your status.

Please do not include information that is not requested.

## Social Security Numbers

Social Security numbers are collected either on a mandatory or voluntary basis. If this is CalPERS' first request for disclosure of your Social Security number, then disclosure is mandatory. If your Social Security number has already been provided, disclosure is voluntary. Due to the use of Social Security numbers by other agencies for identification purposes, we may be unable to verify eligibility for benefits without the number.

Social Security numbers are used for the following purposes:

1. Enrollee identification
2. Payroll deduction/state contributions
3. Billing of contracting agencies for employee/employer contributions
4. Reports to CalPERS and other state agencies
5. Coordination of benefits among carriers
6. Resolving member appeals, complaints, or grievances with health plan carriers

## Information Disclosure

Portions of this information may be transferred to other state agencies (such as your employer), physicians, and insurance carriers, but only in strict accordance with current statutes regarding confidentiality.

## Your Rights

You have the right to review your membership files maintained by CalPERS. For questions about this notice, our Privacy Policy, or your rights, write to:

## CalPERS

CalPERS Privacy Officer  
400 Q Street  
Sacramento, CA 95811

You may also call us at **888 CalPERS** (or **888-225-7377**).

The following instructions are to assist you and your employer in completing the *Retirement System Election form* (ES 0372). Please read the instructions and information for retirement system coverage before completing the form. Please type or print legibly in dark ink.

## INFORMATION

**A member of the CalSTRS Defined Benefit Program** who becomes employed by a school district, a community college district, a county superintendent of schools, limited state departments, or the California Community Colleges Board of Governors to perform service that requires membership in a different public retirement system, may elect to receive credit under the CalSTRS Defined Benefit Program for such service by completing a *Retirement System Election form* (ES 0372) within 60 days after the hire date requiring membership in the other system, and CalSTRS must receive the completed form within 60 days of the signature date. If the CalSTRS member does not elect to continue as a member of CalSTRS, all service subject to coverage by the other public retirement system will be reported to that retirement system. (Education Code sections 22508, 22508.5 and 22509)

**A member of CalPERS** who was employed by a school employer, Board of Governors of the California Community Colleges, or State Department of Education within 120 days before the member's date of hire, or who has at least five years of CalPERS credited service, and who accepts employment to perform creditable service that requires membership by the CalSTRS Defined Benefit Program, may elect to receive credit under CalPERS for such service by submitting a *Retirement System Election form* (ES 0372) to CalPERS, within 60 days after the hire date of employment requiring membership in CalSTRS. If the CalPERS member does not elect to continue as a member of CalPERS, all CalSTRS creditable service will be reported to CalSTRS. (Government Code section 20309).

Education Code section 22509 requires that within 10 working days of hire, an employer must provide all employees who have the right to make this election with the information regarding their election rights and must make available written information about the retirement systems to assist the employee in making an election.

## SECTION 1: MEMBER INFORMATION AND ELECTION

Section 1 must be completed by the employee with assistance from the employer. Please complete all entries in Section 1.

**EMPLOYEE NAME and SOCIAL SECURITY NUMBER** – Enter employee's full name, and full Social Security Number.

### RETIREMENT SYSTEM COVERAGE:

If you are a member of CalSTRS and have accepted employment to perform service that requires membership in a different public retirement system, mark the box next to the coverage you elect.

If you are a member of CalPERS and have accepted employment to perform service that requires membership in CalSTRS, mark the box next to the coverage you elect.

**EMPLOYEE SIGNATURE** – Sign and date the form. By signing this document, you certify that you have received information from your employer regarding your right to the Retirement System Election. You also certify that you understand this election is irrevocable, and that it is a crime to fail to disclose a material fact or to make any knowingly false material statements for the purpose of altering a benefit administered by CalSTRS which may result in up to one year in jail and a fine of up to \$5,000. (Education Code section 22010)

Submit the signed and dated *Retirement System Election form* (ES 0372) to your employer. Retain a copy for your records.

For general membership information, contact CalSTRS by calling 800-228-5453, or write to CalSTRS at P.O. Box 15275, MS 17, Sacramento, CA 95851-0275.

## SECTION 2: EMPLOYER CERTIFICATION

Section 2 must be completed by the employer and the County Office of Education. Please complete the employer certification only after the employee has completed Section 1. Employees must qualify for membership before they can retirement system elect.

### EMPLOYER:

**POSITION HIRE DATE** – Enter the date the employee was hired in the position.

**POSITION EFFECTIVE DATE** – Enter the first date that service was/will be performed by the employee in the new position.

**POSITION TITLE** – Enter employee's new position title and check the box next to the applicable position type.

**CO/DIST CODE/STATE DEPARTMENT** – Enter the appropriate county and district codes. Example: Kern



County, Edison Elementary would be 15-012, and CA Department of Education would be 59-174.

EMPLOYER CERTIFICATION – Print school or state official's name, title and phone number, and sign and date the form.

Submit the completed form to the County Office of Education.

If you represent a state department, submit the form directly to CalSTRS and retain a copy of the employee's signed election form.

COUNTY OFFICE OF EDUCATION:

Print the County official's name, title and phone number, and sign and date the form.

Retain a copy for your and the employee's files.

**SUBMIT**

The *Retirement System Election* form (ES 0372) must be submitted to the retirement system elected by the employee. For additional requirements, please see the Information section.

Secure Employer Website: Send the completed form to the ES Forms Queue found in the Business Areas dropdown of the Recipient via SEW.

Email to: Submit this form via email to the [esforms@calstrs.com](mailto:esforms@calstrs.com) mailbox unless otherwise instructed by your CalSTRS representative. If sending forms to the [esforms@calstrs.com](mailto:esforms@calstrs.com) mailbox, please remove all Social Security numbers and only provide the Client ID where applicable.

Mail to: CalSTRS  
P.O. Box 15275, MS 17  
Sacramento, CA 95851-0275

# Retirement System Election

ES 0372 REV 04/23

[For CalSTRS' Official Use Only]

# CALSTRS

California State Teachers' Retirement System  
P.O. Box 15275, MS 17  
Sacramento, CA 95851-0275  
800-228-5453  
CalSTRS.com

## RETIREMENT SYSTEM ELECTION AND ACKNOWLEDGEMENT OF RECEIPT OF RETIREMENT SYSTEM INFORMATION

Please read the attached information and instructions before completing this form. Please type or print legibly in dark ink.

### SECTION 1: Member Information and Election (to be completed by employee)

NAME (LAST, FIRST, MIDDLE INITIAL)	SOCIAL SECURITY NUMBER
<p>A member of <b>CalSTRS</b> who becomes employed in a new position by the same or a different school district, a community college district, a county superintendent of schools, limited state employment or the Board of Governors of the California Community Colleges, as defined in Education Code sections 22508 and 22508.5, to perform service that <i>requires</i> membership in a different public retirement system will have that service credited with that other public retirement system unless the member files a written election (within 60 days after the date of hire) to have that service covered by CalSTRS, pursuant to Education Code section 22508(a) or 22508.5(a).</p> <p><b>I am a member of CalSTRS</b> who has accepted employment to perform service that <i>requires</i> membership in a different public retirement system and am eligible to elect to continue retirement system coverage under CalSTRS.</p> <p>I elect coverage in: (please choose one)</p> <p><input type="checkbox"/> CA State Teachers' Retirement System (CalSTRS)</p> <p><input type="checkbox"/> CA Public Employee's Retirement System (CalPERS) *</p> <p><input type="checkbox"/> A Different Public Retirement System identified here:</p> <hr/>	<p><b>OR</b></p> <p>A member of <b>CalPERS</b> who was employed by a school employer, Board of Governors of the California Community Colleges or State Department of Education within 120 days before the member's date of hire, or who has at least five years of CalPERS credited service, as defined in Government Code section 20309, and who is subsequently employed to perform creditable service that requires membership in the Defined Benefit Program of CalSTRS, will have that service credited with CalSTRS unless the member files a written election (within 60 days after the date of hire) to have the service credited with CalPERS, pursuant to Government Code section 20309.</p> <p><b>I am a member of CalPERS</b> who has accepted employment to perform service that requires membership in the CalSTRS Defined Benefit Program and am eligible to elect to continue coverage under CalPERS.</p> <p>I elect coverage in: (please choose one)</p> <p><input type="checkbox"/> CA State Teachers' Retirement System (CalSTRS)</p> <p><input type="checkbox"/> CA Public Employee's Retirement System (CalPERS) *</p>



*With my signature below, I certify that I have received information from my employer regarding my eligibility to elect membership for this position as described on this form. I fully understand that this election is irrevocable. I understand it is a crime to fail to disclose a material fact or to make any knowingly false material statements for the purpose of altering or receiving a benefit administered by CalSTRS and it may result in up to one year in jail and/or a fine of up to \$5,000 pursuant to Education Code section 22010.*

EMPLOYEE SIGNATURE

DATE

## SECTION 2: Employer Certification (to be completed by employer and County Office of Education)

*With my signature below, I certify that I have provided information to the above employee regarding his/her eligibility to elect membership for this position, pursuant to Education Code section 22509. I certify the employee meets the qualifications to make a retirement system election, pursuant to Education Code sections 22508 or 22508.5, or Government Code section 20309.*

### EMPLOYEE POSITION INFORMATION:

POSITION HIRE DATE

POSITION EFFECTIVE DATE

POSITION TITLE

SELECT ONE:

CREDENTIALLED

CLASSIFIED

STATE SERVICE

### EMPLOYER INFORMATION:

CO/DIST/STATE DEPT NAME

CALSTRS REPORT UNIT CODE

SCHOOL/STATE OFFICIAL'S NAME

TITLE

PHONE NUMBER

SIGNATURE OF SCHOOL/STATE OFFICIAL

DATE

COUNTY OFFICIAL'S NAME

TITLE

PHONE NUMBER

SIGNATURE OF COUNTY OFFICIAL

\*CALPERS EMPLOYER CODE

# PAYROLL DIRECT DEPOSIT AUTHORIZATION

Mail to YCCD-Payroll Dept  
PO Box 4065  
Modesto, CA 95352

**It may take up to 3 payroll cycles for direct deposit to go into effect.** During the first cycle and possibly the second cycle you will receive a check in the mail, sent to the address you have on file with Human Resources. You must attach a voided check or a print out from your banking institution stating your name, routing number, account number, and type of account. A deposit slip is not acceptable. **Failure to follow these instructions will result in denial of your request, and it will be sent back to you unprocessed.**

Last Name First Name MI

EMPLOYEE ID# Work Phone

Action Effective Date

New Change Cancel

**Your banking institution must have a physical branch in CA per Labor Code 212,213.**

Financial Institution

Account Number Checking Savings

Transit Routing Number Amount

[Click here if the balance of the payment is to be deposited to this account](#)

Additional Accounts (if deposit is to be made to multiple accounts)

Financial Institution

Account Number Checking Savings

Transit Routing Number Amount

[Click here if the balance of the payment is to be deposited to this account](#)

Additional Accounts (if deposit is to be made to multiple accounts)

Financial Institution

Account Number Checking Savings

Transit Routing Number Amount

[Click here if the balance of the payment is to be deposited to this account](#)

I hereby authorize YCCD to deposit and the financial institution listed below to deposit my pay automatically to my account listed above each payday and, if necessary, to adjust or reverse a deposit for any payroll entry made to my account in error. This authorization will remain in effect until I have cancelled it in writing and with such time as to afford YCCD a reasonable opportunity to act on it. YCCD can initiate termination of this agreement based on employment circumstances that may result in overpayment or due to rejection by your financial institution.

\_\_\_\_\_

Signature Date



OATH OF AFFIRMATION

PART 1 - OATH OF ALLEGIANCE
TO BE COMPLETED BY UNITED STATES CITIZENS ONLY

By Virtue of the provisions of Section 3107 of the Government Code, no compensation or reimbursement for expense incurred may be paid to a school district employee unless the employee has taken or subscribed to the oath or affirmation set below, prior to entering upon the duties of his/her employment.

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 reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

PART 2 - DECLARATION OF PERMISSION TO WORK
TO BE COMPLETED BY LEGALLY EMPLOYED NONCITIZENS ONLY

As required in Section 3 of Article XX of the Constitution of the State of California every State employee except legally employed noncitizens, must sign the following oath or affirmation before he or she enters upon the duties of his or her State employment. Noncitizens are required to possess a Declaration of Permission to Work. If a alien employee becomes a naturalize citizen an oath must then be obtained and filed.

I am a lawful permanent resident alien of the United States. Yes No

If NO, please read the following:

I hereby certify, that I have permission to work in this country and have declared any restrictions placed upon me in this regards by the United States government to the appointing power.

PART 3 - SIGNATURE AND CERTIFICATION
(Notary Not Required)

(Employee Signature)

(Employee Printed Name)

For Office Use Only

Subscribed and sworn (affirmed) to/before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature of YCCD Official

Title



Policy Acknowledgement

Please read the policies/procedures carefully to ensure that you understand the policy before signing this document.

The Yosemite Community College District Board Policies and Procedures contain important information pertaining to my employment at Yosemite Community College District. I understand that if I have questions, at any time, regarding the policies/procedures, I will consult with my immediate supervisor or my Human Resources staff members.

I have read and been informed about the content, requirements, and expectations of the policies/procedures at Yosemite Community College District. I agree to abide by the guidelines as a condition of my employment and my continuing employment at Yosemite Community College District.

Since the information described in the policies and procedures are necessarily subject to change, I acknowledge that revisions to the policies/procedures may occur. All such changes will be communicated through official notices. I understand the revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that the policies and procedures are neither a contract of employment nor a legal document. I understand this manual is not intended to cover every situation that may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits, and expectations of Yosemite Community College District.

Table with 3 columns: Policy Number, Policy Name, and Policy Number. Lists various district policies such as 'Sex/Gender Harassment, Discrimination and Sexual Misconduct' and 'Communicable Disease'.

All District Policies/Procedures can be reviewed at https://www.yosemite.edu/trustees/boardpolicy.

Employees Name (Print): \_\_\_\_\_

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



Yosemite Community College District  
**Human Resources**

**WARRANT(S) RECIPIENT DESIGNATION**

In the event of your death, salary or other monies may be owed to you as an employee of our district. The form below permits immediate release of any warrants (checks) to a person (18 years of age or older) you designate. This can often greatly assist in time of family stress or financial need.

As provided in §53245 of the California Government Code, in the event of my death, I hereby designate the following person (designee) to receive any and all warrants payable to me by the Yosemite Community College District.

Full Legal Name of **DESIGNEE**: \_\_\_\_\_

Relationship to Employee: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

This designation form cancels and replaces any designation previously signed for this purpose and shall remain in effect until canceled in writing.

Employee Name: \_\_\_\_\_

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

Employee Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**GOVERNMENT CODE – STATE OF CALIFORNIA**

§ 53245. Any person now or hereafter employed by a county, city, municipal corporation, district, or other public agency may file with his appointing power a designation of a person who, notwithstanding any other provision of law, shall, on the death of the employee, be entitled to receive all warrants or checks that would have been payable to the decedent had he survived. The employee may change the designation from time to time. A person so designated shall claim such warrants or checks from the appointing power. On sufficient proof of identity, the appointing power shall deliver the warrants or checks to the claimant. A person who receives a warrant or check pursuant to this section is entitled to negotiate it as if he were the payee.

# YCCD SAFETY—New Employee Orientation & Web-Based Safety Training

Name of Employee \_\_\_\_\_ Email \_\_\_\_\_

Job Title \_\_\_\_\_ Employee ID # \_\_\_\_\_

Department \_\_\_\_\_ Manager \_\_\_\_\_

All new employees will complete an on-line New Employee Orientation in the Risk Management Office.

Employee Training in Safety and Health is also provided to 1) all new employees and 2) all employees given new job assignments. Training on the YCCD Injury and Illness Prevention Program (IIPP) is required for all employees **within thirty days** of the commencement of new duties. Additional training will be dependent on the nature of your job duties. Web-based safety training is available through the **YCCD eLearning Portal** located at [https://www.yosemite.edu/riskmanagement/yccd\\_employee\\_safety](https://www.yosemite.edu/riskmanagement/yccd_employee_safety). Once added, your eLearning Portal home page will identify the safety program courses required for your job duties.

### **Training Required for all employees by CCR Title 8 Section 3203(a)(3):**

- Injury and Illness Prevention Program Training (IIPP)

### **Training Required for specific job classifications or duties:**

- Bloodborne Pathogens (Exposure Prevention Plan)
- Making the Right Move (Back Safety)
- Hazardous Communications (Right to Know)
- Chemical Hygiene Training (Lab Safety)
- Ergonomics (for Computer Workstations)
- Utility Cart Safety

A printable copy of the YCCD IIPP is available at <https://www.yosemite.edu/riskmanagement/formsandpublications/>. Please acknowledge receipt of this IIPP access information by signing and dating below. We will add you to the web-based training system immediately and return a copy of this page along with your own eLearning Portal logon information added.

I have received information regarding the YCCD Injury & Illness Prevention Plan access and required safety training.

\_\_\_\_\_  
Employee Signature/Date

\_\_\_\_\_  
Facilitator Signature /Date

### **Access to YCCD eLearning Portal:**

[https://www.yosemite.edu/riskmanagement/yccd\\_employee\\_safety](https://www.yosemite.edu/riskmanagement/yccd_employee_safety)

User Name:

Password:



# YCCD—SAFETY

## Procedures—New Employee Orientation & Web-Based Safety Training

### TASKS

#### Human Resources:

- 1) Human Resources will refer all new employees to Risk Management to complete an on-line orientation on or before the first day of work.

#### Risk Management:

- 2) Risk Management will:
  - Complete identifying information (Name, Job Title, Employee ID#, Dept. / Division, Manager).
  - Make sure new employees sign and date the New Employee Orientation form,
  - Insure employee views the Very Important Points orientation film; hand employee the yellow VIP card.
  - Immediately forward the signed form to Campus Safety for addition to web-based training system.
- 3) All new Central Services, MJC & Columbia College employees, and 2) all employees given a new job assignment must undergo Safety Program Training. They receive access information to a printable copy of the Injury and Illness Prevention Program via the Orientation form and yellow VIP card.
- 4) Risk Management in coordination with other college staff are responsible for maintaining the Learning Management System (LMS) that tracks the completion of safety program training. The Risk Management Office will add the new employee to the database from the completed form; and send a copy of signed form with the employee's logon information direct to the new employee through the employee's manager.

#### Supervisor/Manager:

- 5) The supervisor/manager will ensure that the employee completes training required for their job classification/area as quickly as possible. Managers are able to track the progress of employees reporting to them from employee's student record located on the manager's eLearning home page. Managers/ supervisors may contact Campus Safety at 575-6005 if there are any questions regarding the safety training process.
- 6) With the exception of the training topics mentioned on this form, this process does not replace any requirements for periodic safety meetings, or safety trainings and documentation on topics not listed, which are currently the responsibility of department managers. Managers may contact Campus Safety for assistance in identifying additional training needs and information/resources.

#### Employee Responsibilities:

- 7) The employee is responsible for completing all web-based safety training assigned for his/her job description according to the following timeline:
  - **Injury and Illness Prevention Program Training**—within thirty days of date of hire
  - Remaining Web-Based Safety Training modules as identified on employee's eLearning Portal Home Page—within 30 days of date of hire. Some modules require annual refreshers.
  - Additional Safety Training based on job duties—as identified by supervisor



Yosemite Community College District
Human Resources

CONFIDENTIAL DATA SHEET

YCCCD is required by state and federal regulation to maintain records as part of its Equal Employment Opportunity Program. Please provide the information requested on this form. Your response will be used for statistical purposes only. Employment opportunities will not be affected by failure to provide the requested information.

Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Position: \_\_\_\_\_

1a. ARE YOU HISPANIC OR LATINO? Yes or No If Yes, please check below\* If No, check "1b" below

- \*Mexican, Mexican-American, Chicano
Central American
South American
Hispanic Other

1b. WHAT IS YOUR RACE/ETHNICITY? (Check one or more)

- American Indian/Alaskan Native Asian Indian Asian Other
Black or African American Cambodian Chinese
Filipino Guamanian Hawaiian
Japanese Korean Laotian
Pacific Islander Other Samoan Vietnamese
White

2. GENDER: MALE FEMALE

3. DISABLED: As defined in Section 504 of the Rehabilitation Act of 1973 and ADA, a disabled person is one who: A) has a physical or mental impairment which substantially limits one or more major life activities; B) has a record of such an impairment; OR - C) is regarded as having such an impairment.

I am a disabled individual

4. VETERAN STATUS: Vietnam Era (August 5, 1965 through May 7, 1975) Yes No
Disabled Veteran: Yes No

For Human Resources Use Only:
Datatel ID #: \_\_\_\_\_ Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_





**Parking Permits**

As an employee or volunteer you are required to have a parking permit if you are parking on any college property. You can purchase a daily parking pass at any Day Pass Machine (DPM) available in most parking lots and park in Student Parking only, or you may purchase a semester (Adjunct) or annual (Faculty/Classified/Management) parking permit.

To purchase a parking permit your need to go to **mycampuspermit.com** at any time during a semester. Parking permits are distributed via the USPS to the address you provide and come in the form of a decal. Decals must be placed in the lower right corner of the front windshield; or you may also purchase a reusable clear mirror hanger for your decal, for \$1.50, if you prefer that method.

**What if I have a Handicap Placard/License Plate?**

If you have a valid handicap placard/license plate you do not need to purchase a parking permit. Persons with a valid handicap placard, under Section 22511. 5 CVC, may park in designated disabled parking stalls, or staff or student parking stalls if no disabled stalls are available. You may not use areas that are not indicated as parking areas. If you have a short-term disability, you may apply for a short-term permit at a Health Services office which will allow you to park closer to your class.

**Visitor Parking**

The free visitor parking is available to guests of the YCCD. Visitor parking is for thirty (30) minutes only and the spaces are designated with a green curb. Beware, students, staff, and faculty with a valid parking permit will be ticketed if caught parking in these spaces.

**PARKING AND TRAFFIC ORDINANCES**

Community College District  
Modesto Junior College  
Columbia College



ADOPTED BY:  
YOSEMITE COMMUNITY COLLEGE DISTRICT  
(Revisions: December 12, 2007; August 2009;  
Bail Schedule revision 12/10/10)



# When will I get paid?



## Full-Time Faculty

## Full-Time Classified Staff

## Managers/Administrators

### Payday

The last working day in the month. *Exception: employees do not receive a check in December; it is paid on the first working day in January each year.*

### Pay Period

Runs from the 1<sup>st</sup> of the month through the last day of the month.  
Example: 9/1/24 - 9/30/24; paid 9/30/24

## Part-Time Faculty/Overload

## Part-Time Classified Hourly & Short-Term

## Community Lifelong Learning

## Stipends

### Payday

The 10<sup>th</sup> of the month, unless the 10<sup>th</sup> falls on a closure day. Example: if the 10<sup>th</sup> of the month falls on a weekend, the Friday before that weekend is the payday. If the 10<sup>th</sup> of the month falls on a holiday or a Friday during summer session, payday will be the day before.

### Pay Period

Runs from the 1<sup>st</sup> of the month through the last working day in the month.

Example: 9/1/24 - 9/30/24, paid 10/10/24

## Students

### Payday

The 10<sup>th</sup> of the month, unless the 10<sup>th</sup> falls on a closure day. Example: if the 10<sup>th</sup> of the month falls on a weekend, the Friday before that weekend is the payday. If the 10<sup>th</sup> of the month falls on a holiday or a Friday during summer session, payday will be the day before.

### Pay Period

The 16<sup>th</sup> of the month through the 15<sup>th</sup> of the next month. Example: 8/16/24 - 9/15/24, paid 10/10/24

**NOTE: Self Service time entries and/or Pay Claims are due to Payroll on the 18th of each month.**

Go to the Payroll Homepage at  
<https://www.yosemite.edu/payroll/>  
for more information.

**NOTE:** Information is available for Health and/or Dependent Care FSA. You only have 60 days from date of hire to enroll for the current calendar year.

# Welcome to CalPERS

A Benefits Guide for

▶ **School Members**



explore

.....



plan

.....



Explore and plan for  
your secure retirement

---

# Welcome to CalPERS

We're here to make sure you enjoy financial security when you retire from your public service career.

This publication answers some of the questions you may have as a CalPERS school member. We'll describe how your pension is funded, the basics of your retirement benefits, and frequently asked questions from members like you.

**Explore and plan for your secure retirement.**

## Contents

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# Get Familiar With CalPERS

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## CalPERS at a Glance

The California Public Employees' Retirement System (CalPERS) is the nation's largest public pension system, with more than 2 million members from California's state, school, and public agency employers. The 13-member Board of Administration governs CalPERS and administers benefits under the California Public Employees' Retirement Law.

CalPERS administers retirement benefits for three groups of public employees:

- 
- **State of California employees**  
*includes California State University*

---

  - **Public agency employees**  
*employed by local agencies that contract with CalPERS*

---

  - **School employees**  
*classified employees in non-certificated positions*

---

## CalPERS School Members

School members are employees in classified, non-certificated positions within the jurisdiction of a K-12 school or community college employer. School members include administrative staff, technical and support staff, bus drivers, and custodial staff.

You are not considered a CalPERS school member if you are local police, covered under CalSTRS, employed under a joint powers authority contract, or work directly for the Los Angeles or San Diego County Superintendent of Schools.

If you have questions about your CalPERS or CalSTRS membership, please contact your employer.

To learn the differences in membership between CalPERS and the California State Teachers' Retirement System (CalSTRS), review the publication **Join CalSTRS? Join CalPERS?** available at [www.calstrs.com](http://www.calstrs.com).



# Pension and Retirement Benefits

## CalPERS Defined Benefit Plan

In a defined benefit retirement plan, pension payments are determined by a set formula and are payable for life. This contrasts with a defined contribution plan (like a 401(k) or 457 plan), in which benefits are determined not by a formula, but solely by the amount of contributions in an account, plus earnings.

## How Your Pension Is Funded

Three sources fund a defined benefit retirement plan like CalPERS:

- **CalPERS members** – Employees generally make contributions from their paycheck into the CalPERS fund. The percentage you contribute is defined by law and your bargaining unit.
- **CalPERS employers** – Additional funding is provided by employer contributions.
- **CalPERS investment earnings** – This funding source makes up the largest contribution to the fund with earnings from CalPERS investments in stocks, bonds, real estate, and other investment types.

## What companies does CalPERS invest in?

Our investment portfolio is diversified into several asset classes. To learn more, go to [www.calpers.ca.gov/investments](http://www.calpers.ca.gov/investments).

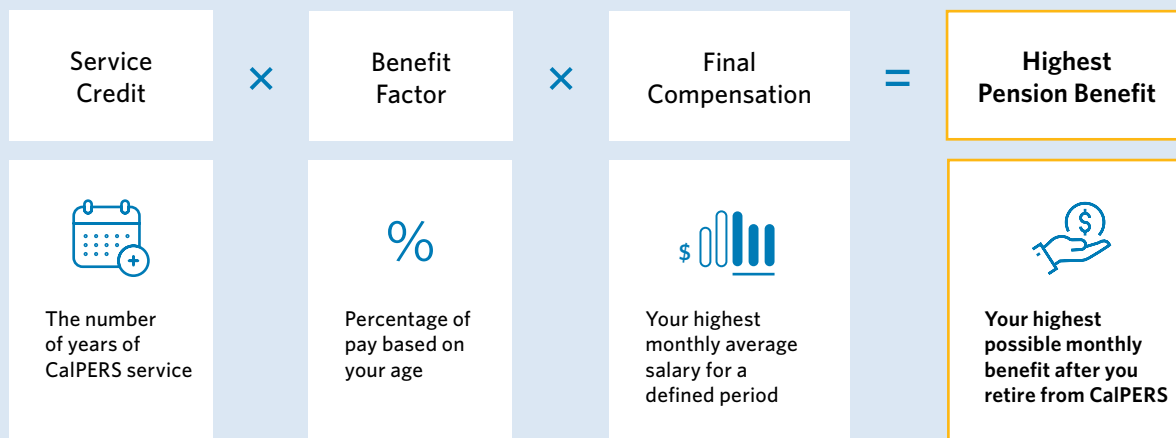
## How Your Pension Is Calculated

We use three factors to calculate your service retirement pension:

- **Service credit** – This is your total years of CalPERS service, including partial years. Your service credit accumulates on a fiscal year basis, which is July 1 through June 30.
- **Benefit factor** – This is the percentage of pay to which you are entitled for each year of service, based on your age at retirement.
- **Final compensation** – This is your highest average annual compensation earnable during any consecutive 12-month or 36-month period of employment.

The basic retirement calculation is shown below.

### Basic Retirement Calculation



## Pension and Retirement Benefits (continued)

### Service Credit

Service credit is the number of years, including partial years, you have worked and contributed to CalPERS.

To earn a full year of service credit during a fiscal year, you must work at least:

- 1,720 hours (hourly pay employees)
- 215 days (daily pay employees)
- 10 months (full-time monthly employees)

You cannot earn more than one year of service credit in one fiscal year. If you work part time or less than eight hours per day, it will take you longer to earn one year.

You can view your current service credit at any time by logging in to myCalPERS at [my.calpers.ca.gov](http://my.calpers.ca.gov) or by referring to your CalPERS Annual Member Statement to verify your service credit total.

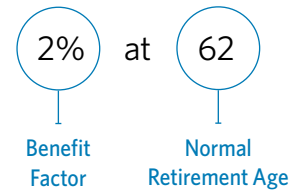
### Service Prior to Membership

If you worked as a temporary or part-time employee for a school, you must have worked 1,000 hours within the fiscal year before you are placed into CalPERS membership. You may be eligible to purchase this time as Service Prior to Membership. For more information about Service Prior to Membership and other types of service credit available to purchase, see our publication **Service Credit Purchase Options** (PUB 12).

### Benefit Factor

Your benefit factor, sometimes called “age factor,” is the percentage of pay you are entitled to for each year of CalPERS-covered service. It’s determined by your age at retirement and your retirement formula. The benefit factor changes for every quarter year of age based on the retirement formula.

If your retirement formula is 2% at 62, for example, this means you get 2% of your pay if you retire at age 62. Age 62 is referred to as your “normal retirement age.”



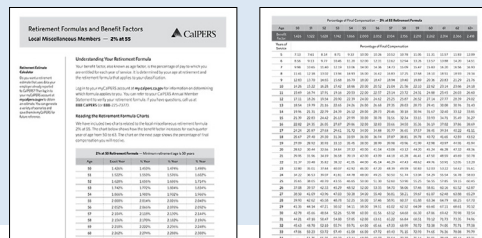
School members receive one of the following retirement formulas:

- 2% at 55 (you get 2% of your pay at age 55)
- 2% at 62 (you get 2% of your pay at age 62)

You can verify your retirement formula by logging in to myCalPERS at [my.calpers.ca.gov](http://my.calpers.ca.gov) or by referring to your CalPERS Annual Member Statement. You could have more than one formula depending on your membership date and number of employers.

### View Benefit Factor Charts Online

Get a head start on your retirement planning. Go to [www.calpers.ca.gov/benefitcharts](http://www.calpers.ca.gov/benefitcharts) to find the retirement formula charts for your benefit factor and final compensation.



## Pension and Retirement Benefits (continued)

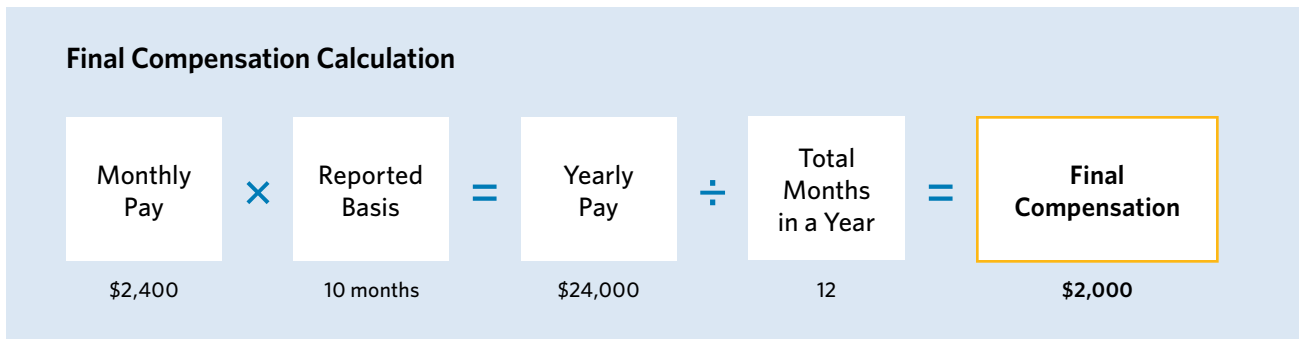
### Final Compensation

Your final compensation is your highest average annual compensation earnable during any consecutive 12-month or 36-month period of employment, depending on your retirement formula.

We use your full-time pay rate, not your earnings. If you work part time, we will use your full-time equivalent pay rate to determine your final compensation. Your employer reports your payroll information to CalPERS, so if you have questions

about the accuracy of your final compensation amount, or what can be reported to CalPERS under the law, please contact your employer.

For some school employees, monthly pay may have been reported to us on a 10-month or 11-month basis instead of 12 months. If this is the case, your final compensation will be based on a 12-month average. For example, 10-month employees would calculate their final compensation as shown below.



### Compensation Limits

The final compensation amount we can use to calculate your retirement benefit may be limited by Retirement Law, Internal Revenue Code (IRC) section 401(a)(17), or both. If your service is subject to the California Public Employees' Pension Reform Act (PEPRA), the annual compensation limit amounts are lower than the IRC compensation limits. These limits do not limit the salary your employer can pay, but rather limit the amount of compensation we can consider under your retirement plan. For more information about your retirement compensation limits, talk to your employer or go to [www.calpers.ca.gov](http://www.calpers.ca.gov).

### Special Compensation

Certain items such as special compensation earned during your final compensation period may be included in your final compensation. Contact CalPERS if you are not sure which items of special compensation can be included.

### Retirement Eligibility

To be eligible for service retirement, you must have five years of CalPERS-credited service and be at least age 50 if your retirement formula is 2% at 55, or age 52 if your retirement formula is 2% at 62. If you have a combination of classic and PEPR service, you may be eligible to retire at age 50. (See page 8 for more about PEPR.) There is no mandatory retirement age for school members.

There are some exceptions to the five-year requirement. If you are employed on a permanent part-time basis and worked at least five calendar years, or you're a member with another California public retirement system, contact CalPERS to find out if an exception may apply to you.

If you are considering retiring, you will need to submit an application to CalPERS. To learn about the retirement options and application process, review our publications **Planning Your Service Retirement** (PUB 1) and **Service Retirement Election Application** (PUB 43).

### Estimate Your Retirement

Do you want a retirement estimate that uses data your employer already reported to CalPERS? Log in to your myCalPERS account at [my.calpers.ca.gov](https://my.calpers.ca.gov) to get an estimate. You can generate a variety of scenarios and save them in myCalPERS for future reference.

The screenshot shows the 'myCalPERS' website interface for 'Calculate Your Retirement'. The main heading is 'Calculate Your Retirement'. Below it, the question 'How should we calculate your retirement?' is followed by three radio button options: 'Earliest Estimated Retirement Date' (which is selected and has a sub-note 'It's the first day you will be eligible to retire.'), 'Age', and 'Date'. At the bottom of this section are 'Continue' and 'Cancel' buttons. To the right, under the heading 'Steps', there is a vertical list of seven steps, each with a radio button: '1 Calculate Your Retirement' (selected), '2 Final Compensation', '3 Work Status', '4 Sick Leave', '5 Survivors', '6 Beneficiaries', and '7 Estimate Results'.



# Death Benefits

## Before Retirement

If you pass away before you retire, CalPERS provides several benefits for your family or a beneficiary. The benefits range from a simple return of your contributions plus interest to a monthly allowance equal to half of what you would have received at retirement paid to a spouse or domestic partner.

To be eligible for a monthly pre-retirement death benefit, your spouse or domestic partner must have been either married to you or legally registered before the occurrence of the injury or the onset of the illness that resulted in your death, or for at least one year prior to your death.

Use the chart below to determine which pre-retirement death benefits your family and/or beneficiary **may** be eligible to receive.

### Determine Your Pre-Retirement Death Benefits

#### Are You Eligible to Retire?

- Age 50 if you became a member on or before December 31, 2012 **or**
- Age 52 if you became a member on or after January 1, 2013

**And** have at least 5 years of CalPERS service or have worked part time for at least 5 years

#### No

**Not eligible to retire, but your beneficiary could receive:**

##### 1) Basic Death Benefit

A lump-sum payment of:

- A refund of your contributions, plus interest; and
- Up to six months' pay

**And**

##### 2) 1959 Survivor Benefit

*If applicable, for members not covered by Social Security*

**Or**

##### 3) Limited Death Benefit

If you separate from employment for over 120 days, and your separation was not due to illness or injury, your beneficiary will receive a lump-sum payment of:

- A refund of your contributions, plus interest

#### Yes

**Eligible to retire, and your beneficiary could receive:**

##### 1) 1957 Survivor Benefit

Monthly allowance equal to half of what your highest retirement allowance would have been at your date of death

**Or**

If no one is eligible for the monthly allowance, then:

##### 2) Basic Death Benefit

A lump-sum payment of:

- A refund of your contributions, plus interest; and
- Up to six months' pay

**And**

##### 3) 1959 Survivor Benefit

*If applicable, for members not covered by Social Security*

**Or**

##### 4) Limited Death Benefit

If you separate from employment for over 120 days, and your separation was not due to illness or injury, your beneficiary will receive a lump-sum payment of:

- A refund of your contributions, plus interest

## Death Benefits (continued)

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For more information on survivor benefits, go to [www.calpers.ca.gov/deathbenefits](http://www.calpers.ca.gov/deathbenefits) and select **Benefits Payable**. And don't forget to log in to myCalPERS at [my.calpers.ca.gov](http://my.calpers.ca.gov) to make sure you've named a beneficiary for your lump-sum benefits. If there is no beneficiary designation on file at the time of your death, we'll determine your beneficiary by statutory order.

### After Retirement

When you pass away after retirement, CalPERS provides benefits for your family or beneficiary based on choices you make when you retire. For more information on the different retirement payment options and the benefits they provide, see our publication *Planning Your Service Retirement* (PUB 1).

### Special Power of Attorney

A CalPERS special power of attorney allows you to designate a representative, known as your attorney-in-fact, to conduct your retirement affairs. You may already have a power of attorney set up through another resource; however, it may not address your CalPERS retirement benefits. Learn more and download the designation form at [www.calpers.ca.gov/powerofattorney](http://www.calpers.ca.gov/powerofattorney).

## Health Program Benefits

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To be eligible for CalPERS health benefits while you are working, you must meet these three requirements:

- Work for an employer who has contracted with CalPERS for their health benefits.
- Work at least half time.
- Be appointed to a job that will last at least six months and one day.

The Affordable Care Act has provisions that expand the eligibility criteria for certain variable hour employees. While you are still working, contact your employer for information regarding your health eligibility, enrollment, and health premiums.

### Health Benefits in Retirement

If you have CalPERS health coverage, the date of your retirement must be less than 120 days after your separation date (last day of employment), or you will not be eligible to be enrolled in a CalPERS health plan at retirement or at any future date.

For more information on CalPERS health benefits, go to [www.calpers.ca.gov](http://www.calpers.ca.gov) to read our three health publications:

- **Health Program Guide** (HBD 120)
- **Health Benefit Summary** (HBD 110)
- **Medicare Enrollment Guide** (HBD 65)

# Frequently Asked Questions

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## **Can I take a loan out against my retirement account?**

No, you can't borrow from your CalPERS retirement account or receive any loans or hardship withdrawals of your member contributions. If you're leaving CalPERS-covered employment, you can elect to take a refund of your contributions plus interest. However, taking a refund ends your CalPERS membership, and you will no longer be eligible to receive a lifetime monthly pension payment, health benefits into retirement, or any death benefits.

## **I'm a PEPR member. How is that different from other members?**

The California Public Employees' Pension Reform Act (PEPRA) changed the way CalPERS retirement and health benefits were applied, and placed compensation limits on new members who joined CalPERS for the first time on or after January 1, 2013. Members who don't fall under the definitions of PEPRA are considered classic members. Classic members will retain the existing benefit enrollment levels for future service with the same employer. For more details about PEPRA, go to [www.calpers.ca.gov/PEPRA](http://www.calpers.ca.gov/PEPRA).

## **What if I can't work because of injury or illness?**

If you become disabled and can no longer perform the duties of your job, you may qualify for disability retirement or industrial disability retirement. Learn about the eligibility requirements in our publication **Disability Retirement Election Application** (PUB 35).

## **What happens if I leave my job before I retire?**

If you permanently leave your job and do not take a position with another agency covered by CalPERS, you can keep your money with CalPERS, or you can request a refund of your member contributions and interest by submitting a **Refund Election Application** or by applying for a refund through your myCalPERS account. If you choose not to take a refund, your money will continue to earn 6% interest and you can withdraw it at a later date, or if you have at least five years of CalPERS-credited service, you can apply for a monthly retirement allowance once you reach retirement age.

## **What happens if I work for another CalPERS-covered employer in the future?**

If you return to your old job or take a new job covered by CalPERS, and you already withdrew your contributions, you will again become a member. You would then have the option of putting back, with interest, any money you withdrew. If you do this, you will again get credit for those years of service. For more information on how to redeposit your withdrawn contributions, read our publication **Service Credit Purchase Options** (PUB 12).

If you left your money with CalPERS and return to a job covered by CalPERS, your new service credit and contributions get added to your existing account balances.

## Frequently Asked Questions (continued)

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### **I have “reciprocity” with another California retirement system. What does this mean?**

CalPERS has an agreement with many public retirement systems in California that allows movement from one public employer to another without losing valuable retirement rights and related benefits. This is called “reciprocity.”

CalSTRS and CalPERS have a similar agreement. For more information on reciprocity, read our publication ***When You Change Retirement Systems*** (PUB 16).

### **If I get a divorce, is my pension considered community property?**

In California, all types of retirement benefits are considered community property. If you have a community property claim on your retirement account, a hold is placed on your account and benefits are held until the claim is resolved. We recommend that you resolve the claim before you retire to avoid possible delays in processing your retirement benefits. For more information, read ***Facts About Community Property*** and our publication ***CalPERS Community Property*** (PUB 38A).

### **How does Social Security affect my pension?**

If you worked for a federal, state, or local government where you did not pay Social Security taxes, the pension you receive from that agency could reduce your Social Security benefits. Visit [www.calpers.ca.gov/socialsecurity](http://www.calpers.ca.gov/socialsecurity) to see the relationship between the two benefits. You can also call the Social Security Administration at (800) 772-1213 or visit [www.ssa.gov](http://www.ssa.gov) for more information.

### **Will I receive a cost-of-living increase in retirement?**

A contract provision is built into your retirement plan to allow for a cost-of-living adjustment (COLA). The COLA is provided by law and is based on the Consumer Price Index for All Urban Consumers (CPI, 1967). You are eligible to receive your first COLA in the second calendar year after your retirement date. The adjustment is paid on the May 1 retirement check and then every year thereafter. School employers provide for a maximum 2% COLA. For more information, read our publication ***Planning Your Retirement*** (PUB 1) or visit [www.calpers.ca.gov/cola](http://www.calpers.ca.gov/cola).

### **Where can I learn more about my benefits?**

Do you have specific questions about your death benefits, health coverage, retirement options, or other considerations? Talk to your employer or get in touch with CalPERS—see page 11 for ways to contact us.



# New Member Checklist

It's never too early to plan for your future. Use this checklist as a guide to learn about your benefits and prepare for a secure retirement.

**Sign up for myCalPERS at [my.calpers.ca.gov](http://my.calpers.ca.gov).**

Review your account summary and personal information. Be sure to verify your retirement formula, membership date, and contact information.

**With myCalPERS you can...**

- Ask us specific questions via secure messaging.
- Schedule an appointment.
- View your current and past Annual Member Statements.
- Estimate your future retirement benefits.
- Change your beneficiary designation.
- Search for health plans and rates (if applicable).
- Sign up for classes to learn about your benefits.
- Follow the steps at [my.calpers.ca.gov](http://my.calpers.ca.gov) to set up your account.

**Add or change your beneficiary.**

While you're logged in to myCalPERS, make sure you've named the correct beneficiary for your lump-sum and pre-retirement benefits.

**Read CalPERS publications to learn more about your benefits.**

Find details on retirement planning, service credit purchase, community property, and more. Go to **Forms & Publications** at [www.calpers.ca.gov](http://www.calpers.ca.gov) to download member publications. Here are some of our most popular:

- **Planning Your Service Retirement** (PUB 1)
- **Service Credit Purchase Options** (PUB 12)
- **Military Service Credit Options** (PUB 15)
- **When You Change Retirement Systems** (PUB 16)
- **CalPERS Community Property** (PUB 38A)
- **Health Program Guide** (HBD 120)

**Complete a CalPERS Special Power of Attorney form.**

A CalPERS special power of attorney allows you to designate an attorney-in-fact to conduct your retirement affairs should you become unable to act on your own behalf. To learn more and download the designation form, go to [www.calpers.ca.gov/powerofattorney](http://www.calpers.ca.gov/powerofattorney).

**Check your Annual Member Statement in September.**

Log in at [my.calpers.ca.gov](http://my.calpers.ca.gov) to view current and past statements to keep track of your member contributions and service credit. Set a reminder in your calendar to check your statement each year to ensure your service credit is accurate.

**Consider signing up for a deferred compensation plan to earn additional money for retirement.**

The CalPERS 457 Plan, which includes pre-tax and after-tax options, is for participating public agency and school employees. Visit [www.calpers457.com](http://www.calpers457.com) to learn more.

**Connect with CalPERS and stay informed.**

- Subscribe to Member Education Bulletin emails at [www.calpers.ca.gov](http://www.calpers.ca.gov).
- Read PERSpective for the latest news and updates at [news.calpers.ca.gov](http://news.calpers.ca.gov).
- Watch member education videos at [www.youtube.com/calpers](http://www.youtube.com/calpers).
- Sign up for our instructor-led and online classes at [my.calpers.ca.gov](http://my.calpers.ca.gov).
- Attend our annual CalPERS Benefits Education Events at a location near you.
- Follow us on social media and share our posts.

# How to Contact Us

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## Find Us Online

### **www.calpers.ca.gov**

Learn about your benefits and subscribe to email alerts. You'll also find all our publications and forms.

### **my.calpers.ca.gov**

Log in to access your account information or send us a secure message.

### **news.calpers.ca.gov**

Stay up to date on CalPERS news that matters to you.

## Call Us

Our offices are open Monday through Friday, 8:00 a.m. to 5:00 p.m. We're closed on state holidays.

Toll free: **888 CalPERS** (or **888-225-7377**)

TTY: (877) 249-7442

Fax: (800) 959-6545

International Calls: +1 916-795-3000

### **¿Hablas Español?**

Para servicio en español marque:

**888 CalPERS** (o **888-225-7377**)

## Write to Us

### **California Public Employees' Retirement System**

Retirement Benefit Services Division

P.O. Box 942711

Sacramento, California 94229-2711

## Experience CalPERS Through Social Media

Connect with us to get the latest CalPERS news.



# Visit Your Nearest CalPERS Regional Office

Go to [www.calpers.ca.gov/regionaloffices](http://www.calpers.ca.gov/regionaloffices) to learn how to make an appointment and prepare for your visit.



# Privacy Notice

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The privacy of personal information is of the utmost importance to CalPERS. The following information is provided to you in compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974.

## Information Purpose

The information requested is collected pursuant to the Government Code (sections 20000 et seq.) and will be used for administration of Board duties under the Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to comply may result in CalPERS being unable to perform its functions regarding your status. Please do not include information that is not requested.

## Social Security Numbers

Social Security numbers are collected on a mandatory and voluntary basis. If this is CalPERS' first request for disclosure of your Social Security number, then disclosure is mandatory. If your Social Security number has already been provided, disclosure is voluntary. Due to the use of Social Security numbers by other agencies for identification purposes, we may be

unable to verify eligibility for benefits without the number. Social Security numbers are used for the following purposes:

1. Enrollee identification
2. Payroll deduction/state contributions
3. Billing of contracting agencies for employee/ employer contributions
4. Reports to CalPERS and other state agencies
5. Coordination of benefits among carriers
6. Resolving member appeals, complaints, or grievances with health plan carriers

## Information Disclosure

Portions of this information may be transferred to other state agencies (such as your employer), physicians, and insurance carriers, but only in strict accordance with current statutes regarding confidentiality.

## Your Rights

You have the right to review your membership files maintained by the System. For questions about this notice, our Privacy Policy, or your rights, please write to the CalPERS Privacy Officer at 400 Q Street, Sacramento, CA 95811 or call us at **888 CalPERS** (or **888-225-7377**).

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CalPERS is governed by the Public Employees' Retirement Law and the Alternate Retirement Program provisions in the Government Code, together referred to as the Retirement Law. The statements in this publication are general. The Retirement Law is complex and subject to change. If there is a conflict between the law and this publication, any decisions will be based on the law and not this publication. If you have a question that is not answered by this general description, you may make a written request for advice regarding your specific situation directly to the CalPERS Privacy Officer at 400 Q Street, Sacramento, CA 95811.

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**California Public Employees'  
Retirement System**

400 Q Street

P.O. Box 942701

Sacramento, California 94229-2701

**888 CalPERS** (or **888-225-7377**)

**[www.calpers.ca.gov](http://www.calpers.ca.gov)**

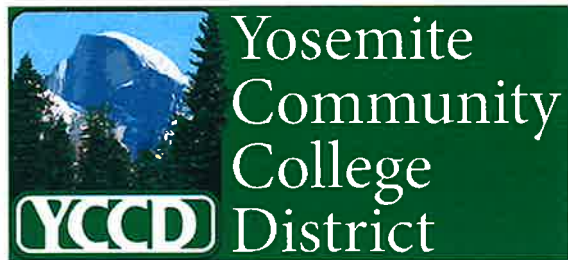
**PUB 3**

February 2023

2023.2.1



# THE FACTS ABOUT WORKERS' COMPENSATION



PO Box 696  
Concord, CA 94522-0696  
925-482-3535

Revised 2/01/2024 and effective for  
dates of injuries on or after 1/1/13.

Approved by the Division of Workers' Compensation  
©Athens Administrators. All rights reserved.

This pamphlet, or a similar one that has been approved by the Administrative Director, must be given to all newly hired employees in the State of California. Employers and claims administrators may use the content of this document and put their logos and additional information on it. The content of this pamphlet applies to all industrial injuries that occur on or after January 1, 2013.

## WHAT IS WORKERS' COMPENSATION?

If you get hurt on the job, your employer is required by law to pay for workers' compensation benefits. You could get hurt by:

One event at work.  
Examples: hurting your back in a fall, getting burned by a chemical that splashes on your skin or getting hurt in a car accident while making deliveries.

OR

Repeated exposures at work. Examples: hurting your hand, back, or other part of your body from doing the same repeated motion or losing your hearing because of constant loud noise

OR

Workplace crime.  
Examples: you get hurt in a store robbery, physically attacked by an unhappy customer.

## DISCRIMINATION IS ILLEGAL

It is illegal under Labor Code section 132a for your employer to punish or fire you because you:

- File a workers' compensation claim
- Intend to file a workers' compensation claim
- Settle a workers' compensation claim
- Testify or intend to testify for another injured worker.

If it is found that your employer discriminated against you, he or she may be ordered to return you to your job. Your employer may also be made to pay for lost wages, increased workers' compensation benefits, and costs and expenses set by state law.



## WHAT ARE THE BENEFITS?

**Medical care:** Paid for by your employer to help you recover from an injury or illness caused by work. Doctor visits, hospital services, physical therapy, lab tests and x-rays are some of the medical services that may be provided. These services should be necessary to treat your injury. There are limits on some services such as physical and occupational therapy and chiropractic care.

**Temporary Disability (TD) benefits:** Payments if you lose wages because your injury prevents you from doing your usual job while recovering. The amount you may get is up to two-thirds of your wages. There are minimum and maximum payment limits set by state law. You will be paid every two weeks if you are eligible. For most injuries, payments may not exceed **104 weeks within five years from your date of injury**. Temporary Disability (TD) stops when you return to work, or when the doctor releases you for work, or says your injury has improved as much as it's going to.

**Permanent Disability (PD) benefits:** Payments if you don't recover completely. You will be paid every two weeks if you are eligible. There are minimum and maximum weekly payment rates established by state law. The amount of payment is based on:

- Your doctor's medical reports
- Your age
- Your occupation

### **Supplemental Job Displacement Benefits**

**(SJDB):** This is a voucher for up to \$6,000 that you can use for retraining or skill enhancement at an approved school, books, tools, licenses or certification fees, or other resources to help

you find a new job. You are eligible for this voucher if:

- You have a permanent disability.
- Your employer does not offer regular, modified, or alternative work, **within 60 days** after the claims administrator receives a doctor's report saying you have made a maximum medical recovery.

### **Return-to-Work Supplemental Program**

**(RTWSP):** For dates of injury after 1/1/2013, you may qualify for additional money from the Division of Workers' compensation program known as the Return-to-Work Supplement Program (RTWSP) if you received the Supplemental Job Displacement Voucher (SJDB). If you have questions or think you qualify, contact the Information & Assistance Unit by calling 1-800-736-7401 or visit website: <https://www.dir.ca.gov/RTWSP/RTWSP.html>

**Death benefits:** Payments to your spouse, children or other dependents if you die from a job injury or illness. The amount of payment is based on the number of dependents. The benefit is paid every two weeks at a rate of at least **\$224 per week**. In addition, workers' compensation provides a burial allowance.

### **OTHER BENEFITS**

You may file a claim with the Employment Development Department (EDD) to get state disability benefits when workers' compensation benefits are delayed, denied, or have ended. There are time restrictions so for more information contact the local office of EDD or go to their web site [www.edd.ca.gov](http://www.edd.ca.gov).

## WORKERS' COMPENSATION FRAUD IS A CRIME

Any person who makes or causes to be made any knowingly false statement in order to obtain or deny workers' compensation benefits or payments is guilty of a felony. If convicted, the person will have to pay fines up to \$150,000 and/or serve up to five years in jail.



## WHAT SHOULD I DO IF I HAVE AN INJURY?

**Report your injury to your employer:** Tell your supervisor right away no matter how slight the injury may be. Don't delay – there are time limits. You could lose your right to benefits if your employer does not learn of your injury within 30 days. If your injury or illness is one that develops over time, report it as soon as you learn it was caused by your job. If you cannot report to the employer or don't hear from the claims administrator after you have reported your injury, contact the claims administrator yourself.

You may be able to find the name of your employer's workers' compensation insurer at [www.caworkcompcoverage.com](http://www.caworkcompcoverage.com). If no coverage exists or coverage has expired, contact the Division of Labor Standards Enforcement at [www.dir.ca.gov/DLSE](http://www.dir.ca.gov/DLSE) as all employees must be covered by law.

**Get emergency treatment if needed:** If it's a medical emergency requiring an ambulance, fire department, or police; call 911. If an ambulance is not required go to an emergency room right away. For non-emergency medical care, contact your employer. When you arrive at the facility tell the medical provider who

treats you that your injury is job-related. Your employer may tell you where to go for treatment.

**Fill out DWC 1 claim form and give it to your employer:** Your employer must give you a **DWC 1 claim form** within **one working day** after learning about your injury or illness. Complete the employee portion, sign and give it back to your employer. Your employer will then file your claim with the claims administrator. Your employer must authorize treatment within **one working day** of receiving the **DWC 1 claim form**. If the injury is from repeated exposures, you have **one year** from when you realized your injury was job related to file a claim.

In either case, you may receive up to **\$10,000** in employer-paid medical care until your claim is either accepted or denied. The claims administrator has **up to 90 days** to decide whether to accept or deny your claim. Otherwise, your case is presumed payable. Your employer or the claims administrator will send you "benefit notices" that will advise you of the status of your claim.

## MORE ABOUT MEDICAL CARE

**What is a Primary Treating Physician (PTP)?** This is the doctor with overall responsibility for treating your injury or illness. He or she may be:

- The doctor you name in writing before you get hurt on the job
- A doctor from the medical provider network (MPN)
- The doctor chosen by your employer during the first 30 days of injury if your employer does not have an MPN
- The doctor you chose after the first 30 days if your employer does not have a MPN

**What is a Medical Provider Network (MPN)?** A MPN is a select group of health care providers who treat injured workers. Check with your employer to see if they are using a MPN. If you have not named a doctor before you get hurt and your employer is using a MPN, you will see a MPN doctor. After your first visit, you are free to choose another doctor from the MPN list.

**What is Predesignation?** Predesignation is when you name your regular doctor to treat you if you get hurt on the job. The doctor must be a medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or a medical group with an

M.D. or D.O. You must name your doctor in writing before you get hurt or become ill.

You may predesignate a doctor if you have health care coverage for non-work injuries and illnesses. The doctor must have:

- Treated you
- Maintained your medical history and records before your injury and
- Agreed to treat you for a work-related injury or illness before you get hurt or become ill

You may use the “predesignation of personal physician” form included with this pamphlet. After you fill in the form, be sure to give it to your employer. If your employer does not have an approved MPN, you may name your chiropractor or acupuncturist to treat you for work related injuries. The notice of personal chiropractor or acupuncturist must be in writing before you get hurt. You may use the form

included in this pamphlet. After you fill in the form, be sure to give it to your employer.

With some exceptions, state law does not allow a chiropractor to continue as your treating physician after **24 visits**. Once you have received 24 chiropractic visits, if you still require medical treatment, you will have to select a new physician who is not a chiropractor. The term “chiropractic visit” means any chiropractic office visit, regardless of whether the services performed involve chiropractic manipulation or are limited to evaluation and management.

Exceptions to 24 visits include 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, or if your employer has authorized additional visits in writing.

## WHAT IF THERE IS A PROBLEM?

If you have a concern, speak up. Talk to your employer or the claims administrator handling your claim and try to solve the problem. If this doesn't work, get help by trying the following:

### **Contact the Division of Workers' Compensation (DWC) Information and Assistance (I&A) Unit.**

All 24 DWC offices throughout the state provide information and assistance on rights, benefits and obligations under California's workers' compensation laws. I&A officers help resolve disputes without formal proceedings. Their goal is to get you full and timely benefits. Their

services are free. To contact the nearest I&A Unit, go to <https://www.dir.ca.gov/dwc/ianda.html> or call **1-800-736-7401**.

### **You have the right to consult with an attorney:**

Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fees may be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at **1-415-538-2120** or go visit their website at [www.californiaspecialist.org](http://www.californiaspecialist.org). You may also get a list of attorneys from your local I&A Unit by calling **1-800-736-7401**.

## WARNING

Your employer may not pay workers' compensation benefits if you get hurt in a voluntary off-duty recreational, social or athletic activity that is not part of your work-related duties.

You may also have other rights under the Americans with Disabilities Act (ADA) or the California Fair Employment and Housing Act (FEHA). For additional information, contact California Civil Rights Department (CRD) at 1-800-884-1684 or the Equal Employment Opportunity Commission (EEOC) at 1-800-669-4000.

The information contained in this pamphlet conforms to the informational requirements found in Labor Code sections 3551 and 3553 and California Code of Regulation, Title 8, sections 9880 and 9883. This document is approved by the Division of Workers' Compensation administrative director.

Please visit the Division of Workers' Compensation Web site at:  
[www.dwc.ca.gov](http://www.dwc.ca.gov) or call 1-800-736-7401  
Department of Industrial Relations 1515 Clay Street, 17th Floor Oakland, CA 94612

Revised 2/01/2024 and effective for dates of injuries on or after 1/1/13.

## WHEN A WORK INJURY OCCURS:

- Quickly seek first aid
- Call 9-1-1 for help immediately in emergency medical care is needed
- Immediately report injuries to your supervisor

**Workers' compensation insurance company or if employer is self-insured, person responsible for handling the claim is:**

Athens Administration  
Address: PO Box 696  
Concord, CA 94522-0696  
Phone: 925-482-3535

**MPN Website:**

<https://www.medexadvantage.com/athens/>

**MPN Effective Date:** 7/1/2019

**MPN ID:** 2437

**For non-emergency medical care, contact your employer, the WC claims administrator, or go to one of these facilities:**  
Sutter Gould Medical

**For help location an MPN physician, call or email your MPN access assistant at:**

1-888-509-1474

[MAA@medexhco.com](mailto:MAA@medexhco.com)

**For MPN Questions, call:**

1-866-482-3535

Or email [lfarlander@athensadmin.com](mailto:lfarlander@athensadmin.com)

**Information & Assistance Office:**

2550 Mariposa Mall, Room 5005

Fresno, CA 93721-2219

1-559-445-5355

## 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 (name of 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) \_\_\_\_\_

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

Employee address: \_\_\_\_\_

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

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

### PHYSICIAN: I AGREE TO THIS PREDESIGNATION:

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

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

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).



## NOTICE OF PERSONAL CHIROPRACTOR OR PERSONAL ACUPUNCTURIST

If your employer or your employer's insurer does not have a Medical Provider Network, you may be able to change your treating physician to your personal chiropractor or acupuncturist following a work-related injury or illness. In order to be eligible to make this change, you must give your employer the name and business address of a personal chiropractor or acupuncturist in writing prior to the injury or illness. Your claims administrator generally has the right to select your treating physician within the first 30 days after your employer knows of your injury or illness. After your claims administrator has initiated your treatment with another doctor during this period, you may then, upon request, have your treatment transferred to your personal chiropractor or acupuncturist.

NOTE: If your date of injury is January 1, 2004 or later, a chiropractor cannot be your treating physician after you have received 24 chiropractic visits unless your employer has authorized additional visits in writing. The term "chiropractic visit" means any chiropractic office visit, regardless of whether the services performed involve chiropractic manipulation or are limited to evaluation and management. Once you have received 24 chiropractic visits, if you still require medical treatment, you will have to select a new 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.

You may use this form to notify your employer of your personal chiropractor or acupuncturist.

### YOUR CHIROPRACTOR OR ACUPUNCTURIST'S INFORMATION:

Name of chiropractor or  
acupuncturist:

Street address, city,  
state, zip code:

Telephone number:

Employee Name (please print):

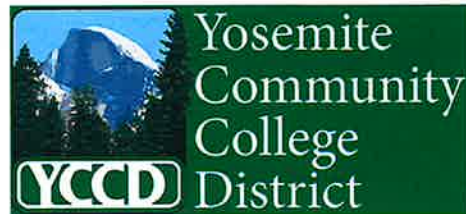
Employee address:

Employee's Signature:

Date:



# Información Acerca de Compensación del Trabajador



PO Box 696  
Concord, CA 94522-0696  
925-482-3535

En vigor para las fechas de lesiones a partir  
del 1 de enero de 2013 –  
Revisado el 1 de febrero de 2024

Aprobado por la División de Compensación del Trabajador ©  
Athens Administrators. Todos los derechos reservados

Este aviso, o uno similar que haya sido aprobado por el Director Administrativo, deben entregarse a todos los empleados recién contratados en el estado de California. Los empleadores y administradores de reclamos pueden utilizar el contenido de este documento y colocar en él sus logotipos e información adicional. El contenido de este folleto se aplica a todos los accidentes de trabajo ocurridos a partir del 1 de enero de 2013.

## ¿QUÉ ES LA COMPENSACIÓN DE TRABAJADORES?

Si se lesiona en el trabajo, su empleador está obligado por ley a pagarle beneficios de compensación de trabajadores. Podría resultar herido por:

Un suceso en el trabajo. Ejemplos: hacerse daño en la espalda en una caída, quemarse con un producto químico que le salpique la piel o lesionarse en un accidente de automóvil mientras hace repartos.

**OR**

Exposiciones repetidas en el trabajo. Ejemplos: lastimarse la mano, la espalda u otra parte del cuerpo por hacer el mismo movimiento repetido o perder la audición por ruidos fuertes y constantes.

**OR**

Delitos en el lugar de trabajo. Ejemplos: resulta herido en un atraco a una tienda, es agredido físicamente por un cliente descontento.

## LA DISCRIMINACIÓN ES ILEGAL

Según la sección 132a del Código Laboral, es ilegal que su empleador lo castigue o despida porque usted:

- Presenta un reclamo de compensación de trabajadores
- Tiene intención de presentar un reclamo de compensación de trabajadores
- Concilia un reclamo de compensación de trabajadores
- Testifica o tiene intención de testificar por otro trabajador lesionado

Si se determina que su empleador lo ha discriminado, puede ordenársele que lo reincorpore a su puesto de trabajo; su empleador también puede verse obligado a pagar los salarios perdidos, el aumento de los beneficios de compensación por accidentes laborales y los costos y gastos establecidos por la legislación estatal.

## ¿CUÁLES SON LOS BENEFICIOS?

**Atención médica:** pagada por su empleador para ayudarlo a recuperarse de una lesión o enfermedad causada por el trabajo. Las visitas al médico, los servicios hospitalarios, la fisioterapia, las pruebas de laboratorio y las radiografías son algunos de los servicios médicos que pueden prestarse; estos servicios deben ser necesarios para tratar su lesión. Existen límites para algunos servicios, como la fisioterapia, la terapia ocupacional y la quiropráctica.

**Beneficios por discapacidad temporal (Temporary Disability, TD):** pagos si pierde salario porque su lesión le impide realizar su trabajo habitual mientras se recupera. El monto que puede recibir es de hasta dos tercios de su salario. Existen límites mínimos y máximos de pago establecidos por la legislación estatal; se le pagará cada dos semanas si es elegible. Para la mayoría de las lesiones, los pagos no pueden superar las 104 semanas en un plazo de cinco años a partir de la fecha de la lesión. La discapacidad temporal (TD) finaliza cuando vuelve al trabajo, o cuando el médico le da el alta para trabajar o dice que su lesión ha mejorado todo lo que va a mejorar.

**Beneficios por discapacidad permanente (Permanent Disability, PD):** pagos si no se recupera del todo. se le pagará cada dos semanas si es elegible. Existen tasas de pago semanales mínimos y máximos establecidos por la legislación estatal; el monto del pago se basa en:

- Los informes médicos de su doctor.
- Su edad.
- Su profesión.

**Beneficio suplementario por el desplazamiento de trabajo (Supplemental Job Displacement Benefits, SJDB):** se trata de un vale de hasta \$6,000 que puede utilizar para volver a capacitarse o mejorar sus conocimientos en una escuela aprobada, para libros, herramientas, licencias o tarifas de certificación, u otros recursos que lo ayuden a encontrar un nuevo empleo; Es elegible a este vale si:

- Tiene una discapacidad permanente.
- Su empleador no le ofrece un trabajo regular, modificado o alternativo, **dentro de los 60 días** posteriores a que el administrador de reclamos reciba un informe médico que indique que usted ha logrado una recuperación médica máxima.

### **Programa Suplementario de Regreso al Trabajo (Return-to-Work Supplemental Program, RTWSP):**

para las fechas de lesión después del 1 de enero de 2013, usted puede calificar para dinero adicional del programa de la División de Compensación de Trabajadores conocido como el Programa Suplementario de Regreso al Trabajo (RTWSP) si usted recibió el vale de los Beneficios Suplementarios por el Desplazamiento de Trabajo (SJDB). Si tiene alguna pregunta o cree que reúne los requisitos, póngase en contacto con la Unidad de Información y Asistencia llamando al 1-800-736-7401 o visite el sitio web: <https://www.dir.ca.gov/RTWSP/RTWSP.html>

**Beneficios por muerte:** pagos a su cónyuge, hijos u otras personas a su cargo si fallece a causa de una lesión o enfermedad laboral. El monto del pago depende del número de personas a cargo. El beneficio se paga cada dos semanas a una tasa de, como mínimo, **\$224 semanales**; además, la compensación de trabajadores prevé un subsidio de sepelio.

## OTROS BENEFICIOS

Puede presentar un reclamo ante el Departamento de Desarrollo del Empleo (Employment Development Department, EDD) para obtener beneficios estatales por discapacidad cuando los beneficios de compensación de trabajadores se retrasen, denieguen o hayan finalizado. Hay restricciones de tiempo, así que para más información póngase en contacto con la oficina local del EDD o visite su sitio web: [www.edd.ca.gov](http://www.edd.ca.gov).

## EL FRAUDE EN LA COMPENSACIÓN DE TRABAJADORES ES DELITO

Toda persona que realice o haga realizar cualquier declaración deliberadamente falsa con el fin de obtener o denegar beneficios o pagos de compensación de trabajadores es culpable de un delito grave; si es declarada culpable, la persona tendrá que pagar multas de hasta \$150,000 o cumplir hasta cinco años de cárcel.



## ¿QUÉ DEBO HACER SI TENGO UNA LESIÓN?

**Informe la lesión a su empleador:** Informe inmediatamente a su supervisor, por leve que sea la lesión; no se demore, hay plazos. Puede perder el derecho a los beneficios si su empleador no se entera de su lesión en un plazo de 30 días. Si su lesión o enfermedad se desarrolla con el tiempo, notifíquelo en cuanto sepa que ha sido causada por su trabajo. Si no puede informar al empleador o no tiene noticias del administrador de reclamos después de haber informado sobre su lesión, comuníquese usted mismo con el administrador de reclamos.

Puede encontrar el nombre de la compañía de seguros de compensación de trabajadores de su empleador en [www.caworkcompcoverage.com](http://www.caworkcompcoverage.com). Si no existe cobertura o ésta ha expirado, póngase en contacto con la División de Cumplimiento de las Normas Laborales en [www.dir.ca.gov/DLSE](http://www.dir.ca.gov/DLSE) ya que todos los empleados deben tener cobertura por ley.

### **Reciba tratamiento de urgencia si es necesario:**

Si se trata de una urgencia médica, acuda de inmediato a urgencias. Informe al proveedor médico que lo atiende de que su lesión está relacionada con el trabajo. Su empleador puede indicarle dónde acudir para recibir tratamiento.

### **Rellene el formulario de reclamos DWC 1 y**

**entregúeselo a su empleador:** Su empleador debe entregarle un Formulario de reclamos DWC 1 en el plazo de un día hábil tras conocer su lesión o enfermedad. Rellene la parte correspondiente al empleado, fírmela y devuélvala a su empleador. A continuación, su empleador presentará el reclamo al administrador de reclamos. Su empleador debe autorizar el tratamiento en el plazo de un día hábil a partir de la recepción del **formulario de reclamos DWC 1**. Si la lesión se debe a exposiciones repetidas, dispone **de un año** desde el momento en que se dio cuenta de que su lesión estaba relacionada con el trabajo para presentar un reclamo.

En ambos casos, puede recibir hasta \$10,000 en concepto de atención médica pagada por el empleador hasta que se acepte o deniegue su reclamo. El administrador de reclamos tiene hasta 90 días para decidir si acepta o rechaza su reclamo; de lo contrario, su caso se presume pagadero. Su empleador o el administrador de reclamos le enviarán "avisos de beneficios" que le informarán de la situación de su reclamo.

## MÁS SOBRE LA ATENCIÓN MÉDICA

**¿Qué es un médico tratante principal (Primary Treating Physician, PTP)?** Es el médico responsable del tratamiento de su lesión o enfermedad. Él o ella pueden ser:

- El médico que nombra por escrito antes de lesionarse en el trabajo.
- Un médico de la red de proveedores médicos (Medical Provider Network, MPN).
- El médico elegido por su empleador durante los 30 primeros días de la lesión si su empleador no dispone de una MPN.
- El médico que haya elegido después de los primeros 30 días si su empleador no dispone de una MPN.

### **¿Qué es una red de proveedores médicos (MPN)?**

Una MPN es un grupo selecto de proveedores de atención médica que tratan a trabajadores

lesionados. Consulte a su empresa si utiliza una MPN. Si no ha nombrado a un médico antes de lesionarse y su empleador utiliza una MPN, acudirá a un médico de la MPN; después de su primera visita, es libre de elegir otro médico de la lista de la MPN.

**¿Qué es la designación previa?** La designación previa es cuando nombra a su médico habitual para que lo trate si se lesiona en el trabajo. El médico debe ser doctor en medicina (Medical Doctor, MD), doctor en medicina osteopática (Doctor of Osteopathic Medicine, DO) o un grupo médico con un MD o DO. Debe nombrar a su médico por escrito antes de lesionarse o enfermarse; puede designar previamente a un médico si tiene cobertura de atención médica para lesiones y enfermedades no laborales. El médico debe:

- Haberlo tratado.
- Haber mantenido su historial y expedientes médicos antes de la lesión.
- Haber acordado tratarlo por una lesión o enfermedad relacionada con el trabajo antes de que se lesionara o enfermara.

Puede utilizar el formulario de "designación previa de médico personal" incluido en este folleto. Después de rellenar el formulario, no olvide entregárselo a su empleador; si su empleador no tiene una MPN aprobada, puede nombrar a su quiropráctico o acupunturista para que le trate las lesiones relacionadas con el trabajo. El aviso del quiropráctico o acupunturista personal debe hacerse por escrito antes de que se lesione. Puede utilizar el formulario incluido en este folleto; Después de rellenar el formulario, no olvide entregárselo a su empleador;

Con algunas excepciones, la ley estatal no permite que un quiropráctico siga siendo su médico

tratante después de 24 consultas. Una vez que haya recibido 24 consultas quiroprácticas, si sigue necesitando tratamiento médico, tendrá que elegir un nuevo médico que no sea quiropráctico. Por "consulta quiropráctica" se entiende cualquier visita a un consultorio quiropráctico, independientemente de que los servicios prestados impliquen manipulación quiropráctica o se limiten a evaluación y gestión.

Las excepciones a las 24 consultas incluyen las consultas de medicina física posquirúrgicas prescritas por el cirujano, o el médico designado por el cirujano, en virtud del componente posquirúrgico del Programa de Utilización de Tratamientos Médicos de la División de Compensación por Accidentes Laborales, o si su empleador ha autorizado consultas adicionales por escrito.

## ¿Y SI HAY ALGÚN PROBLEMA?

Si tiene alguna preocupación, dígalo. Hable con su empleador o con el administrador de reclamos que tramita su reclamo e intente resolver el problema; si esto no funciona, pida ayuda probando lo siguiente:

Póngase en contacto con la Unidad de Información y Asistencia (Information and Assistance, I&A) de la División de Compensación de Trabajadores: Division of Workers' Compensation, DWC). Las 24 oficinas de la DWC repartidas por todo el estado ofrecen información y asistencia sobre derechos, beneficios y obligaciones en virtud de las leyes de compensación por accidentes laborales de California. Los funcionarios de la I&A ayudan a resolver conflictos sin procedimientos formales. Su meta es conseguirle beneficios

completos y a tiempo; sus servicios son gratuitos. Para ponerse en contacto con la Unidad de I&A más cercana, visite [www.dir.ca.gov/dwc/ianda.html](http://www.dir.ca.gov/dwc/ianda.html) o llame al 1-800-736-7401.

### **Consulte con un abogado:**

La mayoría de los abogados ofrecen una consulta gratuita. Si decide contratar a un abogado, sus honorarios pueden deducirse de algunos de sus beneficios. Para obtener los nombres de los abogados de compensación por accidentes laborales, llame al Colegio de Abogados del Estado de California al 1-415-538-2120 o visite su sitio web en [www.californiaspecialist.org](http://www.californiaspecialist.org). También puede obtener una lista de abogados en la Unidad de I&A local llamando al 1-800-736-7401.

## ADVERTENCIA

Es posible que su empleador no le pague la compensación de trabajadores si se lesiona en una actividad recreativa, social o deportiva voluntaria fuera del trabajo que no forme parte de sus obligaciones laborales.

También puede tener otros derechos en virtud de la Ley federal de Americanos con Discapacidades (Americans with Disabilities Act, ADA) o la Ley de Justicia en el Empleo y la Vivienda (Fair Employment and Housing Act, FEHA) de California. Para obtener más información, póngase en contacto con el Departamento de Derechos Civiles (Civil Rights Department, CRD) de California, llamando al 1-800-884-1684, o con la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC), llamando al 1-800-669-4000.

La información contenida en este folleto se ajusta a los requisitos informativos que figuran en las secciones 3551 y 3553 del Código Laboral y en las secciones 9880 y 9883 del título 8 del Código de Reglamentos de California. Este documento ha sido aprobado por el director administrativo de la División de Compensación de Trabajadores.

Visite el sitio web de la División de Compensación de Trabajadores  
[www.dwc.ca.gov](http://www.dwc.ca.gov) o llame al 1-800-736-7401  
Departamento de Relaciones Industriales  
1515 Clay Street, 17th Floor  
Oakland, CA 94612

En vigor para las fechas de lesiones a partir del 1 de enero de 2013 – Revisado el 1 de febrero de 2024

## 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.
- Reporte inmediatamente cualquier incidente, lesión ocurrido a su supervisor

**Compañía de seguros de compensación para trabajadores si el empleador está autoasegurado, la persona responsable de la gestión de la reclamación es:**

Athens Administration  
Dirección: PO Box 696  
Concord, CA  
Teléfono: 925-482-3535

**MPN Website:**

<https://www.medexadvantage.com/athens/>

**MPN será efectiva a partir desde el:** 7/1/2019

**El Número de identificación de la MPN:** 2437

**Para atención médica que no sea de emergencia, comuníquese con su empleador, el administrador de reclamos de WC, o diríjase a una de estas instalaciones:**  
Sutter Gould Medical (Médico Sutter Gould)

**Si necesitas ayuda en localizar un médico dentro de la MPN, llame al asistente de acceso de tu MPN:**

1-888-509-1474

[MAA@medexhco.com](mailto:MAA@medexhco.com)

**Para cualquier pregunta acerca de la MPN, llama al:**

1-866-482-3535

Or email [lfarlander@athensadmin.com](mailto:lfarlander@athensadmin.com)

**Oficina de Información y Asistencia:**

2550 Mariposa Mall, Room 5005  
Fresno, CA 93721-2219  
1-559-445-5355

## DESIGNACIÓN PREVIA DEL MÉDICO PERSONAL

En caso de que sufra una lesión o enfermedad relacionada con su empleo, podrá ser tratado de dicha lesión o enfermedad por su doctor en medicina (MD) personal, médico osteópata (DO) o grupo médico si:

- en la fecha de su accidente laboral tiene cobertura de atención médica por lesiones o enfermedades no relacionadas con el trabajo;
- el médico es su médico habitual, que será un médico que haya limitado su ejercicio de la medicina a la práctica general o que sea internista, pediatra, ginecólogo-obstetra o médico de familia colegiado o habilitado, y que haya dirigido previamente su tratamiento médico y conserve su historial médico;
- su "médico personal" puede ser un grupo médico si se trata de una sola corporación o sociedad compuesta por médicos licenciados

en medicina u osteopatía, que gestiona un grupo médico multiespecialidad integrado que presta servicios médicos integrales predominantemente para enfermedades y lesiones no profesionales;

- antes de la lesión, su médico acepta tratarlo por lesiones o enfermedades laborales;
- antes de producirse la lesión, facilitó por escrito a su empleador la siguiente información: (1) aviso de que desea que su médico personal lo atienda por una lesión o enfermedad relacionada con el trabajo y (2) el nombre y la dirección profesional de su médico personal.

Puede utilizar este formulario para avisar a su empleador si desea que su médico personal o un médico osteópata lo atienda por una lesión o enfermedad relacionada con el trabajo y se cumplen los requisitos anteriores.

## AVISO DE DESIGNACIÓN PREVIA DEL MÉDICO PERSONAL: (Empleado: Complete esta sección.)

Para (nombre del empleador): \_\_\_\_\_

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

(nombre del médico MD, DO o grupo médico) \_\_\_\_\_  
(dirección, ciudad, estado, código postal, número de teléfono) \_\_\_\_\_

Nombre del empleado (en letra de imprenta): \_\_\_\_\_

Dirección del empleado: \_\_\_\_\_

Nombre de la compañía de seguros, plan o fondo que brinda cobertura de atención médica para lesiones o enfermedades no profesionales: \_\_\_\_\_

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

## MÉDICO: ESTOY DE ACUERDO CON ESTA DESIGNACIÓN PREVIA:

(Médico o empleado designado del médico o grupo médico)

Firma: \_\_\_\_\_ Fecha: \_\_\_\_\_

El médico no está obligado a firmar este formulario, sin embargo, si el médico o empleado designado del médico o grupo médico no firma, se requerirá otra documentación del acuerdo del médico para ser predesignado de conformidad con el título 8 del Código de Reglamentos de California, sección 9780.1(a)(3).



## AVISO DE QUIROPRÁCTICO PERSONAL O ACUPUNTURISTA PERSONAL

Si su empleador o la aseguradora de su empleador no disponen de una red de proveedores médicos, es posible que pueda cambiar su médico tratante por su quiropráctico o acupunturista personal tras una lesión o enfermedad laboral. Para ser elegible para este cambio, debe comunicar por escrito a su empleador el nombre y la dirección profesional de un quiropráctico o acupunturista personal antes de la lesión o enfermedad. Por lo general, su administrador de reclamos tiene derecho a seleccionar a su médico tratante dentro de los primeros 30 días después de que su empleador tenga conocimiento de su lesión o enfermedad; después de que el administrador de reclamos haya iniciado su tratamiento con otro médico durante este periodo, podrá, previa solicitud, transferir su tratamiento a su quiropráctico o acupunturista personal.

NOTA: si su fecha de lesión es el 1.º de enero de 2004 o posterior, un quiropráctico no puede ser su médico tratante después de que haya recibido 24 consultas quiroprácticas, a menos que su empleador haya autorizado por escrito consultas adicionales. Por "consulta quiropráctica" se entiende cualquier visita a un consultorio quiropráctico, independientemente de que los servicios prestados impliquen manipulación quiropráctica o se limiten a evaluación y gestión. Una vez que haya recibido 24 consultas quiroprácticas, si sigue necesitando tratamiento médico, tendrá que elegir un nuevo médico que no sea quiropráctico. Esta prohibición no se aplicará a las consultas de medicina física posquirúrgica prescritas por el cirujano, o el médico designado por el cirujano, en virtud del componente posquirúrgico del Programa de Utilización de Tratamientos Médicos de la División de Compensación de trabajadores.

Puede utilizar este formulario para notificar a su empleador su quiropráctico o acupunturista personal.

### INFORMACIÓN SOBRE SU QUIROPRÁCTICO O ACUPUNTURISTA::

Nombre del quiropráctico  
o acupunturista:

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Dirección, ciudad,  
estado, código postal:

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Número de teléfono:

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Nombre del empleado  
(en letra de imprenta):

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Dirección del empleado:

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Firma del empleado:

Fecha:

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**Yosemite Community College District**  
**Human Resources**

TO: New Employees  
FROM: Benefits Office  
RE: On the Job Injury Procedure

Here's how it works:

If an injury is not a medical emergency, the employee should report the injury to their supervisor and telephone COMPANY NURSE® at 1-855-770-4482. They will speak with a Registered Nurse who will assist the employee with his or her medical needs and expedite the claims processing. The nurse receiving the call will triage the injury as follows:

- Incident report only, no treatment needed – Employee returns to work
- Minor first aid-Nurse will give self-care advice – Employee returns to work, same or next shift
- Requires further medical care – Nurse refers employee to seek treatment at designated clinic/physician.
- Emergency – Call 911 – Seek emergency treatment immediately

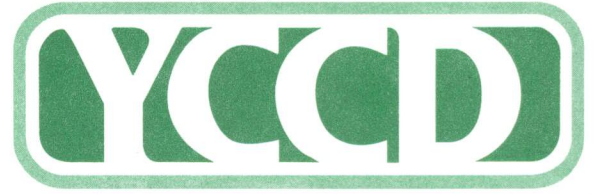
The COMPANY NURSE® HOTLINE is available 24 hours per day, seven days per week.

- Company Nurse® will complete a report of injury and email it to the Benefits Office and corresponding areas.
- Company Nurse® will handle all initial reporting of employee incidents. It is important to report all incidents no matter how minor. This protects the employee's rights under worker's compensation and insures they receive appropriate medical care.

The advantage of a medical professional assisting in the reporting mechanism is to ensure that the injured employee received the best available treatment appropriate to the injury. Furthermore, employees will receive instant telephonic first aid advise from a Registered Nurse any time of the day or night.

Your cooperation and participation is appreciated. Please do not hesitate to contact Jennifer Carrigg (209) 575-6915 or Midory Cruz (209) 575-6964 in the Benefits Office with any questions.

**IN CASE OF LIFE OR LIMB THREATENING EMERGENCY, DIAL 911**



Yosemite Community College District

P.O. Box 4065, Modesto, CA 95352 / 2201 Blue Gum Avenue, Modesto, CA 95358

**TO:** New Employees

**FROM:** Teresa M. Scott  
Vice Chancellor, Fiscal Services

**SUBJECT:** Tax Sheltered Annuities

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Consistent with Federal and State Laws, the District has, by policy and administrative regulation, provided means by which members of the staff may purchase tax sheltered annuities (TSAs). Upon proper notification and authorization by the employee and the company with whom the employee has purchased a TSA, the District will reduce the employee's salary according to those instructions and make the authorized monthly deductions directly to the company involved.

The purchase of a TSA and the selection of an agent or company from whom a TSA is purchased are private decisions to be made by the employee. The District cannot and will not be involved in those decisions. The District cannot recommend the purchase of an annuity to an employee, cannot make judgments as to whether such a program would be advantageous to an employee, and cannot recommend companies or agents with whom the employee should do business. Employees should satisfy themselves that they are dealing with a reputable agent and company and that any program selected is sound and right in terms of their own financial situation.

Employees should be aware that there are many different types of TSA programs (there are a great many companies and agents in the business of selling TSAs) and that any such program may have a number of ramifications relating to one's take-home income, Federal and State tax status, and retirement program. The District simply cautions each employee, prior to the purchase of a TSA, to consider his or her own personal financial situation and urges each employee to consult financial, tax, and legal advisors when making their decision.

If you do decide that you want the District to make monthly TSA deductions on your behalf, call the District Payroll Office, (209) 575-6538, for instructions on how to proceed.

TMS:jg/psf





# Welcome to CalSTRS

Benefits and services  
for new educators





Dear CalSTRS member,

Welcome to CalSTRS! As your retirement plan, we are dedicated to your secure financial future and helping you get there.

This booklet provides a quick overview of your benefits as a CalSTRS member, including your monthly retirement benefit, which is calculated using a formula that provides a fixed percentage of your final compensation based on your age at retirement and your years of service.

Your income in retirement is a shared responsibility between CalSTRS and you. On average, the CalSTRS retirement benefit replaces approximately 50% of a career educator's salary. Need more for your future? Pension2<sup>®</sup>, the CalSTRS voluntary supplemental savings plan, can help fill the gap.

If you haven't already done so, be sure to register for *myCalSTRS*, our secure online website for managing your CalSTRS accounts and personal information. Also check out **CalSTRS.com** to sign up for workshops, view member education videos and download publications and forms.

Thank you for choosing education for your career.

Sincerely,

A handwritten signature in black ink that reads "C. Lichnock". The signature is written in a cursive style with a large, stylized initial "C".

Cassandra Lichnock  
Chief Executive Officer

## Sustainability for the future

CalSTRS was established more than a century ago in 1913 as the pension plan for California's public school educators. We have since grown to represent more than 1 million dedicated educators and their beneficiaries. Our membership spans from new teachers just starting out to retired educators enjoying the fruits of decades of teaching in the classroom. As a global investor, we have a fiduciary duty to be principled and effective within our operations to meet our financial commitments to our members this century and beyond.

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*CalSTRS is governed by the Teachers' Retirement Law, available at [CalSTRS.com](http://CalSTRS.com), and other governing laws. If there is a conflict between the law and this booklet, the law prevails. CalSTRS makes reasonable effort to provide accurate information in its publications, but such information is not meant to replace the law or provide legal or financial advice. To stay informed, consult a variety of sources, including [CalSTRS.com](http://CalSTRS.com), the California State Legislative Counsel website at [leginfo.legislature.ca.gov](http://leginfo.legislature.ca.gov), your union and elected legislative representatives. CalSTRS can provide you with information on your benefit choices but does not provide any legal, financial, tax or other advice. For such advice, consider consulting a professional in the relevant field.*



# Welcome to CalSTRS

CalSTRS provides retirement, disability and survivor benefits to California’s public school educators and their beneficiaries.

Pension2<sup>®</sup>, the CalSTRS voluntary supplemental savings program, offers low-cost 403(b), 457(b), Roth 403(b) and Roth 457(b) investment plans for additional retirement income.

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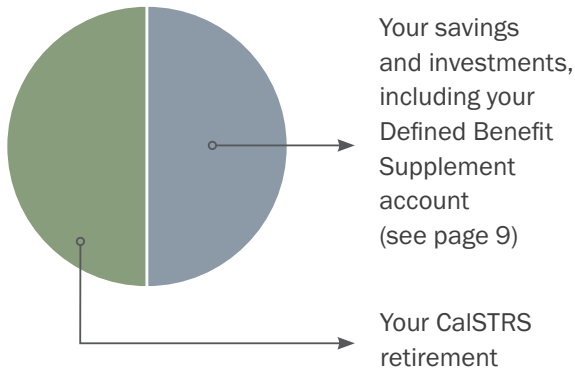
## We’re here for you

**CalSTRS offers services and information for every stage in your career:**

- Your annual *Retirement Progress Report*, which provides a summary of your CalSTRS accounts and service credit.
- Convenient, secure online services and access to your account information with *myCalSTRS*.
- Customer service by secure online messages, phone or letter.
- Benefits specialists to help you understand your benefits and more.
- Member education videos and publications.
- Benefit and retirement planning workshops and webinars.
- Financial awareness workshops and webinars that focus on financial literacy and money-management skills.
- CalSTRS Pension2 investment plans with low costs and flexible investment options.
- Side-by-side comparisons of your district’s 403(b) plans at **403bCompare.com**.

➤ Find the *CalSTRS Member Handbook* at **CalSTRS.com/publications**.

# Your income in retirement is a shared responsibility between CalSTRS and you



## Your CalSTRS retirement benefit—will it be enough?

On average, the CalSTRS retirement benefit replaces approximately 50% of a career educator's salary. Consider closing any gap between your target retirement income goal and your retirement benefit with savings and investments, such as CalSTRS Pension2 403(b), Roth 403(b), 457(b) and Roth 457(b) plans.



Invest sooner rather than later. That's the top recommendation from a poll of California educators aged 40 to 49 when asked what retirement advice they would give their younger colleagues. It's never too early to start investing in your future.

➤ Learn more about the plans available through Pension2 on page 14.



## Access your information on myCalSTRS

myCalSTRS offers easy, secure and convenient access to your CalSTRS accounts and forms. Start at [myCalSTRS.com](https://mycalstrs.com). Once you complete the one-time, five-step registration process, your myCalSTRS account will be active.

With myCalSTRS, you can:

- Keep your contact information current.
- View your account and service credit balances.
- Name and update your one-time death benefit recipient designations.
- Ask questions and receive prompt, secure answers.
- View your current and past *Retirement Progress Reports*.
- Complete and submit forms online.



Need help registering?

View the self-paced, interactive online registration guide on [myCalSTRS.com](https://mycalstrs.com).

# Your CalSTRS retirement at a glance

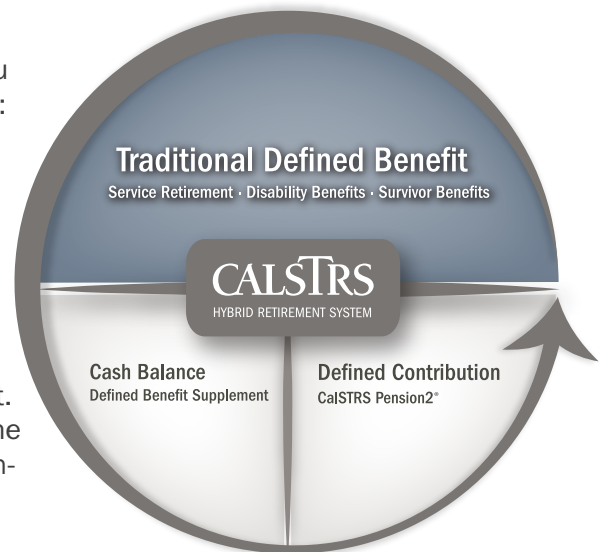
CalSTRS administers a hybrid retirement system consisting of traditional defined benefit, cash balance and voluntary defined contribution plans:

- **Traditional defined benefit plan:** Your CalSTRS retirement benefit is a defined benefit pension. It's based on the following formula, not on how much you contribute or how well CalSTRS investments perform:

**service credit × age factor × final compensation = your retirement benefit**


- **Cash balance plan:** The CalSTRS Defined Benefit Supplement Program is a cash balance plan. A portion of your and your employer's contributions on earnings for service in excess of one year are credited to your Defined Benefit Supplement account. Your account earns guaranteed interest and, when the Teachers' Retirement Board declares, additional earnings credits. At retirement, you receive a benefit that is equal to your total account balance. The CalSTRS Cash Balance Benefit Program, an alternative to the Defined Benefit Program for part-time educators, is also a cash balance plan.


- **Defined contribution plan:** With CalSTRS Pension2, you can set aside additional savings for retirement. Select from a variety of investment plans, then contribute to your tax-advantaged account through paycheck deductions. The amount you have at retirement depends on your contributions, investment gains or losses, and account expenses.



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## Not sure which retirement plan you belong to?

 **Are you a full-time educator?** You are already a member of the CalSTRS Defined Benefit Program.

 **Do you work part time?** You have a choice between the CalSTRS Defined Benefit Program or an alternative retirement plan, such as the CalSTRS Cash Balance Benefit Program, if offered by your employer.

- To learn more about mandatory membership in the Defined Benefit Program for certain part-time employees, and Cash Balance Benefit Program eligibility, see the *Member Handbook* at [CalSTRS.com/publications](https://www.calstrs.com/publications).

# CalSTRS Defined Benefit Program

If you're a full-time California public school preK–12 teacher, community college instructor or public school administrator, or are performing other service creditable to CalSTRS on a full-time basis, you're automatically a member of the Defined Benefit Program. If you're a part-time or substitute educator, you may choose to be a member of the Defined Benefit Program or an alternative program, such as the Cash Balance Benefit Program, if offered by your employer.

CalSTRS has two benefit structures:

- **CalSTRS 2% at 62:** Members first hired on or after January 1, 2013, to perform service that could be credited to the Defined Benefit Program and who never before performed service that could be credited to the Defined Benefit Program under a different retirement system, including Social Security.
- **CalSTRS 2% at 60:** Members first hired on or before December 31, 2012, to perform service that could be credited to the Defined Benefit Program, even if they were subject to coverage under a different retirement system, including Social Security.

The 2% refers to the percentage of your final compensation, also known as the age factor, you'll receive as a retirement benefit for every year of service credit if you retire at the indicated age.

- **The information in this booklet is for CalSTRS 2% at 62 members. If you're a CalSTRS 2% at 60 member, see the *Member Handbook* at [CalSTRS.com/publications](https://www.calstrs.com/publications).**

## Your retirement benefit

When you have five years of service credit, you are entitled to a lifetime monthly benefit when you retire. Your CalSTRS monthly retirement benefit is a defined benefit pension calculated using a formula that provides a fixed percentage of your final compensation based on your age at retirement and your years of service:

**service credit × age factor × final compensation = your retirement benefit**

## Service credit

Service credit is the number of years, including partial years, you have worked and contributed to CalSTRS.

- You earn service credit every day you perform creditable service or are on a paid leave of absence.
- You can earn up to one year of service credit in a school year.

If you earn more than one year of service in a school year, a portion of the contributions made by you and your employer on earnings from the additional service will be credited to your Defined Benefit Supplement account each fall after the school year.


## Age factor

The age factor for normal retirement age at 62 is 2%. The age factor for early retirement at age 55 is 1.16%. The maximum age factor is 2.4% at age 65.

## Final compensation

As a CalSTRS 2% at 62 member, your final compensation is calculated using your highest average annual compensation earnable for 36 consecutive months, up to the compensation cap. Learn more at [CalSTRS.com/limits](https://www.calstrs.com/limits).

- **You can choose to provide a lifetime monthly benefit to someone after your death. If you choose an option beneficiary, your monthly retirement benefit will be reduced.**

 View the *Understanding the Formula* video at [CalSTRS.com/videos](https://www.calstrs.com/videos).



## Contributions to your CalSTRS retirement

CalSTRS pays retirement benefits using a combination of investment income and contributions.

### Member contributions

As a CalSTRS 2% at 62 member, your contribution rate is connected with the normal cost of your retirement benefits. When changes in the normal cost meet certain thresholds defined by law, your contribution rate is adjusted. The normal cost is determined based on the actuarial valuation, the snapshot of CalSTRS' financial status presented to the Teachers' Retirement Board each spring.

➤ **Learn more about member contributions at [CalSTRS.com/contributions](https://CalSTRS.com/contributions).**

### Employer and state contributions

Your employer and the State of California also contribute to the Defined Benefit Program based on a percentage of your earnings. The amount is set each spring by the Teachers' Retirement Board.

In addition, the state contributes approximately 2.5% of member earnings each year to support inflation protection for retirees.

## Eligibility to retire

As a CalSTRS 2% at 62 member, you can retire as early as age 55 with at least five years of service credit—or fewer years, if you retire under the special circumstances of concurrent retirement with one or more other eligible California public retirement systems. See the *Member Handbook* at [CalSTRS.com/publications](https://CalSTRS.com/publications) for more information.

## Inflation protection

Your retirement benefit is protected against rising prices in two ways:

- Starting September 1 after the first anniversary of your retirement date, your benefit automatically increases each year by an amount equal to 2% of your initial benefit. The increase is not compounded or tied to changes in the cost of living.
- If inflation erodes the purchasing power of your retirement benefit, you'll receive an additional quarterly payment, subject to the availability of funds set aside for purchasing power protection. Currently, supplemental benefits protect 85% of the purchasing power of retirees' initial monthly benefits.

## Your survivor and disability benefits

Depending on your years of service credit and if you die before or after retirement, your survivors may receive a one-time death benefit and a monthly benefit or a refund of the balance in your account.

The basic disability benefit is 50% of your final compensation earned. The maximum disability benefit you can receive, including benefits for eligible dependent children, is 90% of your final compensation earned.

📺 **View the *Survivor Benefits and Disability Benefits* videos at [CalSTRS.com/videos](https://CalSTRS.com/videos).**



# Your Defined Benefit Supplement account

As a Defined Benefit Program member, you have a Defined Benefit Supplement account that provides additional savings for your retirement.

If you have earnings for service in excess of one year of service credit but below the compensation cap, contributions on those earnings will be credited to your Defined Benefit Supplement account. When you retire, you'll receive your CalSTRS retirement benefit and your Defined Benefit Supplement funds.

## Excess contributions

The Defined Benefit Supplement member contribution rate, currently 9% for CalSTRS 2% at 62 members, is less than the contribution rate for compensation creditable to the Defined Benefit Program. If you earn compensation for service in excess of one year in a school year, contributions in excess of the 9% for this service will be returned to you by your employer.

CalSTRS will return any excess contributions to your employer in late September. Your employer is responsible for returning your excess member contributions to you, less any authorized adjustments or tax withholding. Any excess member contributions you made during the school year are reported on your *Retirement Progress Report*. Your myCalSTRS account shows a breakdown of excess contributions by employer. If you have questions regarding the return of your excess contributions, please contact your employer.

 View the Defined Benefit Supplement Program videos at [CalSTRS.com/videos](https://www.calstrs.com/videos) for more information.

## Important considerations

### Social Security, CalSTRS and you

As a CalSTRS member, you do not contribute to Social Security, so you will not receive Social Security benefits for your CalSTRS-covered employment. **If you expect to receive a Social Security benefit through other employment or your spouse, two federal rules—the Windfall Elimination Provision and the Government Pension Offset—could leave you with a smaller benefit or no benefit at all.** Your CalSTRS retirement benefit will not be reduced by these offsets.

➤ View the *Introduction to Social Security* video at [CalSTRS.com/videos](https://www.calstrs.com/videos) or see the fact sheet, *Social Security, CalSTRS and You*, at [CalSTRS.com/publications](https://www.calstrs.com/publications) to learn more.

### Health insurance in retirement

CalSTRS does not provide health benefits. Your health benefits depend on your district's agreement with your employee bargaining unit. Ask your employer if you will have health benefits in retirement. Many retired educators have to contribute to or pay their own health insurance costs. **Consider setting aside extra money now for your future.**

You and your employer each pay 1.45% of your wages toward earning coverage under Medicare, the federal health insurance program for people age 65 and older.



Consider investing the 6.2% of your salary that would have gone to Social Security into a CalSTRS Pension2 tax-deferred 403(b) or 457(b) account for additional income in retirement.



## What if you leave education?

You can keep your money with CalSTRS if you leave education, or you can request a refund. A refund includes the total balance of your own Defined Benefit Program contributions and interest, and a distribution of the total balance of your Defined Benefit Supplement account. You cannot withdraw employer contributions that were made to the Defined Benefit Program. Even if you think you may not return to public education, taking a refund may not make financial sense.

### Benefits of leaving your contributions with CalSTRS:

- You'll keep your service credit.
- Your accounts will continue to accrue interest.
- You'll be eligible for a monthly retirement benefit when you're age 55 if you have at least five years of service credit—or under the special circumstances of concurrent retirement with one or more other eligible California public retirement systems.

### Consequences of cashing out include:

- You'll no longer be a member of CalSTRS: You will give up all rights to your retirement benefit as well as survivor and disability benefits unless you return to CalSTRS-covered employment.
- Your refund may be subject to additional federal and state taxes if you take your refund before age 59½ and do not roll over your funds to a qualified retirement plan.
- If you take a refund, it's expensive if you return to public education and want to purchase, or redeposit, your service credit.


 View the *Refund: Consider the Consequences* video at [CalSTRS.com/videos](https://CalSTRS.com/videos) or see the fact sheet at [CalSTRS.com/publications](https://CalSTRS.com/publications).

## Ways to increase service credit

The more service credit you have at retirement, the greater your CalSTRS benefit. You may purchase service credit for:

- Eligible service in out-of-state or foreign public schools, the military, Peace Corps or Job Corps; and eligible leave, including maternity, paternity, sabbatical, and leave approved under the federal Family and Medical Leave Act and the California Family Rights Act.
- Nonmember service for part-time or substitute work performed before you were a CalSTRS member.
- Redeposits of previously refunded contributions, plus interest, after returning to CalSTRS-covered employment.

It costs less to buy service credit earlier in your career than later.

 View the *Purchasing Service Credit* video at [CalSTRS.com/videos](https://CalSTRS.com/videos) or see the fact sheet at [CalSTRS.com/publications](https://CalSTRS.com/publications).



## Transfer unused sick leave if you change districts

At service retirement, CalSTRS will convert your unused sick leave to additional service credit based on what's reported to us by your employers during the last year you earned creditable compensation. If you change employers during your career, be sure to coordinate with your former employer to arrange for the transfer of your accumulated unused sick leave to your new employer.

# CalSTRS Cash Balance Benefit Program

## For part-time educators

The Cash Balance Benefit Program is a retirement plan that employers may choose to offer their part-time educators as an alternative to participating in the Defined Benefit Program.

### Your retirement benefit

When you become a Cash Balance Benefit Program participant, you qualify for a retirement benefit when you reach age 55 and are no longer performing creditable service.

Your retirement benefit is the amount of money in your Cash Balance Benefit account. If you have less than \$3,500, you must take a lump-sum payment. If your account balance is \$3,500 or more, you can choose to receive a lump sum or a monthly benefit over a specific period of time or over your lifetime and, if you elect to do so, the lifetime of your beneficiary. If you elect to receive your retirement benefit as a lump-sum payment, your benefit will be payable 180 calendar days after the date you terminated employment.

### Your contributions

Your employer contributes at least 4% of your salary, and generally, you also contribute 4%. Alternative rates may be bargained; however, the combined employer and employee contribution must be at least 8%. In addition, the employee contribution rate cannot be less than the employer contribution rate starting with contracts entered into or changed on or after January 1, 2014.

### Disability and death benefits

As a Cash Balance Benefit Program participant, you also have disability and death benefits. Visit [CalSTRS.com/cash-balance-benefit-program](https://www.calstrs.com/cash-balance-benefit-program) to learn more.

### What if you leave public education?

You have two options:

- Leave your contributions with CalSTRS where they will continue to accrue interest.
- Withdraw your funds or roll them over to another qualified retirement plan. If you choose to withdraw your funds, your benefit will be payable 180 calendar days following the date you terminated employment. If you later return to CalSTRS-covered employment, you will not be able to withdraw funds again for five years. You cannot redeposit any Cash Balance funds you withdraw.

As a part-time employee, you may have a choice of retirement plans. Your employer must offer the Defined Benefit Program and may offer an alternative program such as the Cash Balance Benefit Program.

### Need to save more for your future?

CalSTRS Pension2 offers flexible, low-cost 403(b) and 457(b) plans. See pages 14–15 to learn more.



# Part-time educators

## Choosing the Defined Benefit Program or an alternative plan

As a part-time employee, you may have a choice of retirement plans—the CalSTRS Defined Benefit Program or an alternative program such as the CalSTRS Cash Balance Benefit Program. Contact your employer to determine your plan eligibility.

In most cases, you can continue as a Cash Balance Benefit Program participant if you move to another school district that offers the program and you continue to work less than 50% of full time or on a temporary basis. If you become a member of the Defined Benefit Program and are no longer contributing to the Cash Balance Benefit Program, you may be eligible to transfer your Cash Balance Benefit funds into the Defined Benefit Program. You'll receive Defined Benefit service credit for your previous transferable Cash Balance Benefit service.

➤ You may choose to become a Defined Benefit Program member at any time during your career.

### Choose the plan that works best for you

#### Choose the CalSTRS Defined Benefit Program if you:

- Plan to work as a California educator long enough to become eligible for a CalSTRS retirement benefit (five years of service credit).
- Want a monthly benefit that is based on a percentage of your average full-time equivalent salary and any remuneration in addition to salary.
- Are comfortable contributing a percentage of your pay toward your retirement. Your contribution rate is 10.205% and is subject to change annually based on the normal cost of benefits.

➤ See the *Cash Balance Benefit Program* publication and the *Considerations for Part-time Educators* fact sheet at [CalSTRS.com/publications](https://www.calstrs.com/publications).

#### Choose the CalSTRS Cash Balance Benefit Program if you:

- Want a program that provides immediate vesting of your benefit, which includes your member contributions, your employer's contributions, guaranteed interest and any additional earnings credits.
- Want a lump-sum payment or lifetime monthly benefit based on the total balance credited to your account.
- Are comfortable with the contribution rate, which is typically 4% of your earnings. Your contribution and your employer's contribution must equal at least 8%. Employers must contribute at least 4%, and your contribution rate cannot be less than the employer contribution rate.

## Questions to ask

If your employer offers an alternative program other than the Cash Balance Benefit Program, ask:

- Does the plan offer a monthly retirement benefit for life, or is it a non-lifetime benefit based on contributions and interest?
- What is the contribution rate? Is it matched by your employer?
- Is there a minimum requirement to be eligible for benefits?
- Does the plan charge administrative fees?
- Is there a guaranteed annual interest rate?
- Does the plan have a sound investment record?
- When does the plan permit distribution of your account?

# Your Retirement Progress Report

Keep up on your CalSTRS account and service credit balances by reviewing your *Retirement Progress Report* each year.

Your report summarizes:

- The service credit you earned as of the end of the previous school year.
- Your total accumulated service credit.
- The name of your one-time death benefit recipient.
- Accumulated contributions and interest in your Defined Benefit, Defined Benefit Supplement or Cash Balance Benefit accounts.

The report is provided online through your *myCalSTRS* account. If you would like to receive your report by mail, use your *myCalSTRS* account to request your preference or complete the *Retirement Progress Report Preference* form, available at [CalSTRS.com/forms](https://www.calstrs.com/forms).

- **If you believe there's a discrepancy in your report, do not wait to correct errors. Contact your employer immediately.**



## CalSTRS resources

Take advantage of our resources to help you understand your benefits and plan for your secure future. In addition, CalSTRS representatives are available by email or phone to answer your questions.

**Webinars:** Find descriptions of webinars tailored to each career stage at [CalSTRS.com/webinars](https://www.calstrs.com/webinars).

**Financial Awareness Series:** Learn how to make smart financial decisions about your future today at [CalSTRS.com/financial-awareness](https://www.calstrs.com/financial-awareness).

**Member benefit videos:** View videos that explain the retirement formula, how to determine your retirement income gap, and how two federal offsets may impact your Social Security benefits at [CalSTRS.com/videos](https://www.calstrs.com/videos).

**Benefit calculators:** Estimate your retirement benefit or the cost to purchase service credit using the calculators at [CalSTRS.com/calculators](https://www.calstrs.com/calculators).

**Connections newsletter:** Keep up to date by reading *Connections* online at [CalSTRS.com/member-newsletters](https://www.calstrs.com/member-newsletters). *Connections* is going digital-only to help us conserve natural resources and reduce costs. Be sure your email address in your *myCalSTRS* account is current. We'll send you an email letting you know when each edition is available.

**Pension Sense blog:** Get helpful information about your benefits, the CalSTRS Investment Portfolio, our corporate engagement activities and more by subscribing to our blog at [CalSTRS.com/pension-sense-blog](https://www.calstrs.com/pension-sense-blog).

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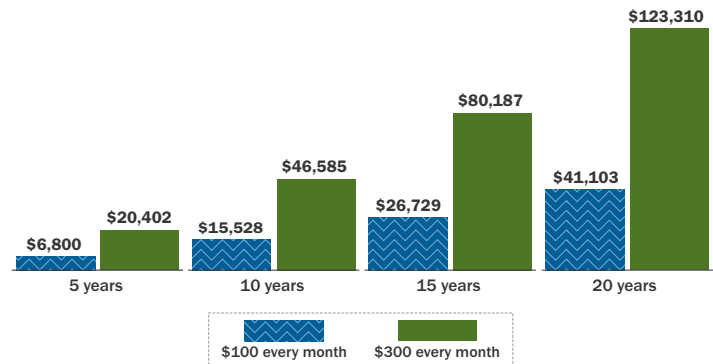
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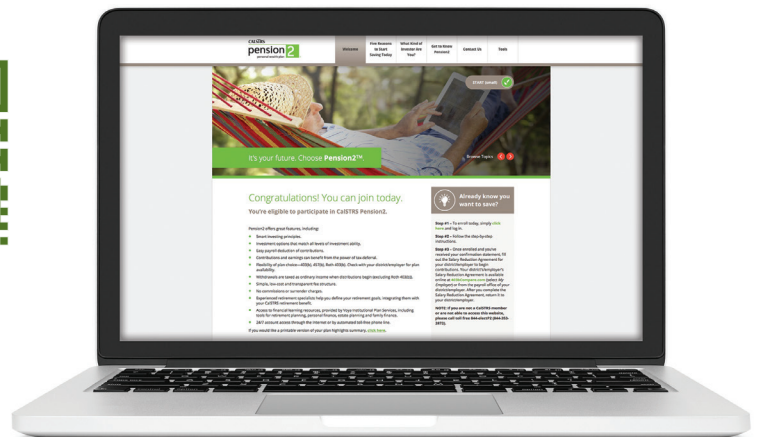
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This hypothetical illustration assumes a combined 37% state and federal tax rate. It's not meant to represent the performance of any investment product and should not be used to predict investment performance. Any taxes and expenses associated with an actual investment are not reflected. While taxes are paid when funds are withdrawn, investors are often in a lower tax bracket at retirement. CalSTRS Pension2 does not guarantee any rate of return on investments. Investing involves risk, including risk of loss of principal.



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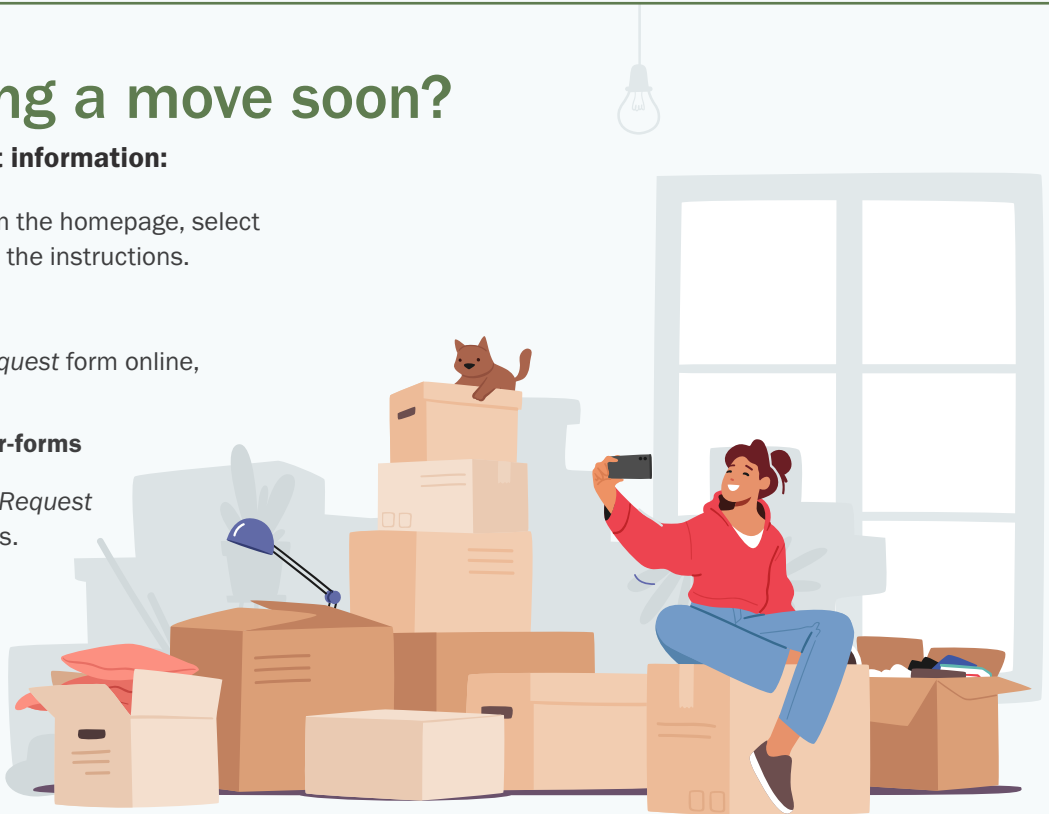
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 For your security, when you update your mailing or email address, we will send you a letter and an email confirming the update. Make sure we have your personal email address, so we'll be able to reach you.



# Yosemite Community College District

## CSEA, Chapter 420

---

April 1, 2024

**TO:** YCCD Classified Professionals

**SUBJECT:** 2024-2025 Holiday Schedule & Winter Closure

This notice provides the schedule of holidays for 2024-2025 (attached), as well as the 2024 Winter Closure schedule.

**Winter Holiday schedule:**

The District and College offices will close from Tuesday, December 24, through Wednesday, January 1. Normal work schedules will resume **Thursday, January 2, 2025**

**Tuesday, December 24 - Christmas Eve**

**Wednesday, December 25 - Christmas Day**

**Tuesday, December 31 - In-lieu day (Admissions Day)**

**Wednesday, January 1 - New Year's Day**

For the three duty days during the Winter Closure, full-time classified unit members will be granted three days of paid leave. For full-time classified employees with Monday through Friday schedules, the three days of paid leave will be **Thursday, December 26; Friday, December 27; and Monday, December 30**. Classified employees with alternate schedules (other than Monday through Friday), are also eligible and may consult with their supervisor for the appropriate dates.

Classified part-time unit members whose normal work assignments are during the Winter Closure period are eligible for paid leave, and will be granted up to three work days of paid leave, prorated to their percentage of employment.

Classified employees who work less than 12 months per year and whose assignments are normally inactive during the Winter break period, are ineligible for paid leave but may use vacation or comp time during this period.

**Yosemite Community College District:**

Kathren Pritchard  
Senior Director, Human Resources

**CSEA, Chapter 420:**

Patrick Krebbs  
President, CSEA, Chapter 420

cc: Leadership Team



**YOSEMITE COMMUNITY COLLEGE DISTRICT  
CLASSIFIED AND MANAGEMENT EMPLOYEES  
SCHEDULE OF HOLIDAYS  
2024-2025**

<b>Independence Day</b>	<b>Thursday, July 4, 2024</b>
<b>Labor Day</b>	<b>Monday, September 2, 2024</b>
<b>Native American Day</b>	<b>Friday, September 27, 2024</b>
<b>Veteran’s Day</b>	<b>Monday, November 11, 2024</b>
<b>Thanksgiving Day</b>	<b>Thursday, November 28, 2024</b>
<b>Day following Thanksgiving</b>	<b>Friday, November 29, 2024</b>
<b>Christmas Eve</b>	<b>Tuesday, December 24, 2024</b>
<b>Christmas Day</b>	<b>Wednesday, December 25, 2024</b>
<b>Day in lieu of Admission Day</b>	<b>Tuesday, December 30, 2024</b>
<b>New Year’s Day</b>	<b>Wednesday, January 1, 2025</b>
<b>Martin Luther King Jr. Day</b>	<b>Monday, January 20, 2025</b>
<b>Lincoln Holiday (Observed)</b>	<b>Friday, February 14, 2025</b>
<b>Washington Holiday</b>	<b>Monday, February 17, 2025</b>
<b>Cesar Chavez Day</b>	<b>Monday, March 31, 2025</b>
<b>Memorial Day</b>	<b>Monday, May 26, 2025</b>
<b>Juneteenth Holiday</b>	<b>Thursday, June 19, 2025</b>
<b>Floating Holiday *</b>	<b>For use during the work year (July 1 – June 30)</b>

The District/Colleges will be closed from Tuesday, December 24, through Wednesday, January 1. Classified employees who would normally be on duty during the Christmas closure period may be eligible for up to three (3) days paid leave. Please see the holiday memo for details regarding the three days of paid leave.

\*Per the CSEA Contract and Leadership Team Handbook, Classified Employees and Leadership Team members shall be provided the former Spring Day Holiday as a Floating Holiday (up to 8 hours) for use during the work year (July 1 to June 30). Scheduling of the Floating Holiday shall be at the unit member’s request and administrative approval.



**Yosemite Community College District**  
**Human Resources**

**Your Health Coverage Options & Covered California**

The intent of this document is to provide general, not specific, information regarding the provisions of Affordable Care Act (ACA). It should not be construed as, nor is it intended to provide, legal or financial advice.

As a part of the Affordable Care Act (ACA) that was passed in 2010, employers are required to provide this notice to all employees regardless of whether or not they are eligible to participate in Employment-Based Health Plans.

Under the ACA, beginning January 1, 2014 individuals will be required to have minimum essential health coverage, or else be subject to a penalty. This is referred to as the "individual mandate." The Health Insurance Marketplace is intended to help individuals meet the individual mandate requirement by providing another place to purchase coverage, and possibly qualify for federal assistance to do so. Information and details are available at [HealthCare.gov](http://HealthCare.gov)

In California, the Health Insurance Marketplace is called "[Covered California](#)." To assist you as you evaluate options for you and your family, this notice provides some basic information about Covered California and employment based health coverage offered by Yosemite Community College District, Employer Identification Number (EIN): 52-1566989.

Covered California is designed to help you find health insurance that meets your needs and fits your budget. Covered California 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. You are not required to purchase health coverage through Covered California, and may obtain health coverage from other sources.

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

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 Covered California and may wish to enroll in your employer's health plan, if you are eligible. (Just because you received this notice does not mean you are eligible for the Yosemite Community College District 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 your cost for self-only coverage under the Yosemite Community College District health plan 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. 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 cost.

**Note:** If you purchase a health plan through Covered California 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 (if any) to employer-offered coverage - is often excluded from income for Federal and State income tax purposes. Your payments for coverage through Covered California are made on an after-tax basis.

For more information about coverage offered through Covered California please visit [www.coveredca.com](http://www.coveredca.com). Covered California can help you evaluate your coverage options, including your eligibility for coverage through Covered California and its cost. You will also be able to obtain an online application for health insurance coverage. If you decide to complete an application for coverage through Covered California, you will be asked to provide certain information about the health coverage offered by Yosemite Community College District. You can obtain this information by contacting the individual listed above.

For more information about coverage offered by Yosemite Community College District, please check your summary plan description or contact: [yccdbenefits@yosemite.edu](mailto:yccdbenefits@yosemite.edu), 2201 Blue Gum Avenue Phone: (209)575-6981.

# Leadership Team Handbook

Yosemite Community College District

2021



**P.O. Box 4065  
Modesto, CA 95352  
Revised November 2021**

The Leadership Team is comprised of educational administrators, classified administrators, and classified confidentials of the Yosemite Community College District, which includes Modesto Junior College, Columbia College, and Central Services. This Handbook is a compilation of District Board Policies, Education and Government Codes, and Memorandums of Understanding pertaining to the Leadership Team.

## PREFACE

The Leadership Team Handbook has been prepared to provide Leadership Team members a ready reference to provide basic information regarding policies and procedures of the Yosemite Community College District as well as California codes related to community college administrator employment. Although an attempt has been made not to differentiate between classified, confidential, and academic employees, it was necessary in some areas to note the differences because of applicable Education Code sections.

There are many references in this Handbook to YCCD Board Policies and Procedures. It is advised to review these references online at [www.yosemite.edu/trustees/BoardPolicy.htm](http://www.yosemite.edu/trustees/BoardPolicy.htm).

Central Services and College administration and members of the Leadership Team Advisory Council (LTAC) are available to provide additional information on specific questions not addressed in the Handbook.

As the Yosemite Community College District continues to achieve its objectives, it must have well-informed managers. It is to this goal that this Handbook is dedicated.

The Leadership Team Handbook is to be reviewed annually by LTAC in conjunction with YCCD Human Resources. Any changes to employment practices concerning the Leadership Team will be addressed through the Meet-and-Confer process and memorialized in the handbook.

*Compiled by the Leadership Team Advisory Council (LTAC) as a reference manual for the YCCD Leadership Team.*

*Last Revised: November 2021*

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**A. DEFINITION OF ADMINISTRATORS [[Education Code 87002](#)]**

1. "Administrator" means any person employed by the governing board of a community college district in a supervisory or management position as defined in Article 5 of Chapter 10.7 of Division 4 of Title 1 of the Government Code.
2. "Educational administrator" means an administrator who is employed in an academic position designated by the governing board of the district as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or district. Educational administrators include, but are not limited to, chancellors, presidents, and other supervisory or management employees designated by the governing board as educational administrators.
3. "Classified administrator" means an administrator who is not employed as an educational administrator.
4. "Confidential employee" means any employee who is required to develop or present management positions with respect to meeting and conferring or whose duties normally require access to confidential information which contributes significantly to the development of those management positions.
5. See Appendix C for a complete list of Leadership Team members.



## B. MISSION STATEMENTS AND BOARD POLICIES AND PROCEDURES

### 1. Mission Statements

The Leadership Team supports the District and Colleges Mission Statements.

#### [YCCD Mission Statement \(Policy 1200\)](#)

The Yosemite Community College District is committed to responding to the needs of our diverse community through excellence in teaching, learning and support programs contributing to social, cultural and economic development and wellness.

#### [Columbia College Mission Statement](#)

Centered in the Sierra foothills, Columbia College offers students of diverse backgrounds many opportunities for discovery and success. Through a supportive and engaging learning environment, students master foundational skills, explore their passions, attain degrees and certificates, and pursue career and transfer pathways. We collaborate with surrounding communities to cultivate intellectual, cultural and economic vitality. Columbia College inspires students to become inquisitive, creative, and thoughtful life-long learners.

#### [MJC Mission Statement](#)

MJC is committed to transforming lives through programs and services informed by the latest scholarship of teaching and learning. We provide a dynamic, innovative, undergraduate, educational environment for the ever-changing populations and workforce needs of our regional community.

### 2. The Leadership Team (Policy 7-8044)

#### 2.1 Participatory Governance

The Board of Trustees of the Yosemite Community College District recognizes the importance of establishing a Leadership Team for the purpose of fulfilling its legal responsibility for the management of public education in the Yosemite Community College District.

While the Leadership Team concept places emphasis upon shared responsibility and authority, nothing in this policy intends to limit the responsibility and authority of the Board of Trustees or the District Chancellor ultimately to make decisions as prescribed by law.

The purposes of the Leadership Team are:

- a. to strengthen the administration and educational service programs of the District through participatory administrative practices and procedures.
- b. to strengthen administration by improving communications, decision-making, conflict resolution and other relationships as they relate to the administration of educational programs.

## 2.2 Meet and Confer

The Leadership Team Advisory Council utilizes the meet and confer process with District representatives to discuss working conditions, salary and benefits, and other related issues that concern the entire Leadership Team. Proposals or agreements reached during these meetings are subject to review and approval by the District and the Board of Trustees.

The Leadership Team is not a bargaining unit or union. The LTAC cannot represent its constituency in matters relating to disciplinary action, but can advise on due process.

## 3. Human Resources Board Policies

The following Board Policies are hyperlinks to the current employment policies. Click on a hyperlink to read the policy.

<b>Policy #</b>	<b>Title</b>
7100	<a href="#">Commitment to Diversity</a>
7110	<a href="#">Delegation of Authority, Human Resources</a>
7120	<a href="#">Recruitment and Hiring</a>
7125	<a href="#">Verification of Eligibility for Employment</a>
7126	<a href="#">Applicant Background Investigation Check - New Employees</a>
7130	<a href="#">Compensation</a>
7140	<a href="#">Collective Bargaining</a>
7150	<a href="#">Evaluation</a>
7160	<a href="#">Professional Development</a>
7210	<a href="#">Academic Employees</a>
7211	<a href="#">Faculty Service Areas, Minimum Qualifications, and Equivalencies</a>
7230	<a href="#">Classified Staff</a>
7232	<a href="#">Classification Review</a>
7235	<a href="#">Probationary Period: Classified Employees</a>
7240	<a href="#">Confidential Employees</a>
7250	<a href="#">Educational Administrators</a>
7260	<a href="#">Classified Supervisors and Managers</a>
7310	<a href="#">Nepotism</a>
7330	<a href="#">Communicable Disease</a>
7335	<a href="#">Health Examinations</a>
7336	<a href="#">Certification of Freedom from Tuberculosis</a>
7337	<a href="#">Fingerprinting</a>
7340	<a href="#">Leaves</a>
7346	<a href="#">Employees Called to Military Duty</a>
7350	<a href="#">Resignations</a>
7365	<a href="#">Discipline and Dismissal - Classified Employees</a>
7370	<a href="#">Political Activity</a>

7380	<a href="#">Retiree Health Benefits: Academic Employees</a>
7400	<a href="#">Travel</a>
7500	<a href="#">Volunteers</a>
7700	<a href="#">Whistleblower Protection</a>
7-8006	<a href="#">Citizen Complaints Concerning Employees</a>
7-8036	<a href="#">Tax Sheltered Annuity</a>
7-8037	<a href="#">Duties of Employees</a>
7-8038	<a href="#">Release of Confidential Information</a>
7-8039	<a href="#">Complaints Concerning Employees</a>
7-8041	<a href="#">Gifts/Gratuities to Public Employees</a>
7-8042	<a href="#">Prohibited Interests and Incompatible Activities</a>
7-8043	<a href="#">Legal Authorization for Employment</a>
7-8044	<a href="#">Leadership Team</a>
7-8046	<a href="#">Staff Course Fee Reimbursement</a>
7-8047	<a href="#">Staffing Academic Positions</a>
7-8048	<a href="#">Written Acceptance of Contract</a>
7-8049	<a href="#">Academic Senates</a>
7-8050	<a href="#">Professional Improvement</a>
7-8051	<a href="#">Post-Retirement Employee Options</a>
7-8052	<a href="#">Dismissal</a>
7-8053	<a href="#">Position Classification Plan</a>
7-8055	<a href="#">In-Service Training</a>
7-8056	<a href="#">Educational Work Assignment Adjustment</a>
7-8057	<a href="#">Civility</a>
7-8058	<a href="#">Non-Discrimination (Equal Opportunity)</a>
7-8059	<a href="#">Workweek</a>

**4. Nondiscrimination (Policy 3410)**

It is the policy of Yosemite Community College District to provide an environment free of unlawful discrimination. Discrimination on the basis of ethnic group identification, religion, age, sex or gender, sexual orientation, color or physical or mental disability in the District’s programs, activities and work environment is unlawful and will not be tolerated by the District.

The District strongly forbids any form of discrimination and has enacted complaint resolution procedures to recognize and eliminate unlawful discrimination.

Department of Fair Employment and Housing (DFEH) protected categories list includes:

- |                                 |   |
|---------------------------------|---|
| Race                            | Sexual orientation                                    |
| Color                           | Marital status  |
| Religion                        | National origin (including language use restrictions) |
| Disability (physical, mental or |   |

perceived)	Ancestry
Medical condition (cancer or genetic characteristics)	Age (40 and above)

**5. Prohibition of Harassment ([Policy 3430](#))**

*This new policy is comprised of two former YCCD policies, 5520 and 4018, and is currently under revision.*

The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, color, religion, ancestry, national origin, disability, sex (i.e., gender), sexual orientation, or the perception that a person has one or more of the foregoing characteristics.

Harassment based on any of the following statuses is prohibited and will not be tolerated: race, color, religion, ancestry, national origin, disability, gender, or sexual orientation, or the perception that a person has one or more of the foregoing characteristics.

Reference [Section K “Complaints, Investigations and Due Process](#)

## C. LEADERSHIP TEAM ADVISORY COUNCIL (LTAC)

The Leadership Team (hereinafter “Team”) is represented by an elected nine (9) member Leadership Team Advisory Council (hereinafter “LTAC”).

### 1. Mission Statement

The Leadership Team Advisory Council (LTAC) is committed to representing the Yosemite Community College District Leadership Team as follows:

- To represent its members and present their concerns to the Chancellor/ President and/or the Board of Trustees regarding the Yosemite Community College District, hereafter known as the YCCD.
- To actively participate in the decision-making process of the YCCD in determining institutional priorities, positions, policies, regulations and procedures.
- To promote an atmosphere of respect, integrity, mutual trust, and openness among students, faculty, and classified staff, Board of Trustees, administration, and other interested persons concerning the welfare and growth of the YCCD.
- To provide a forum that encourages the free exchange of ideas regarding the total operation of an institution of higher learning, without fear of reprisal or retribution against any individual member.
- To promote and support equal employment opportunities and increased equity in all aspects of the YCCD.

### 2. Leadership Team Advisory Council (LTAC) Membership

LTAC members are nominated and elected by the Leadership Team. All terms run for two calendar years, beginning January 1 and ending on December 31. Should any vacancy occur before a term is complete, LTAC will appoint a Team member to serve the remainder of the term.

Nominations shall be requested during the month of November for upcoming open positions. The slate of nominations shall be forwarded to the Leadership Team on December 1<sup>st</sup>. Voting by Leadership Team members will conclude on December 15<sup>th</sup>. Elected individuals shall be announced on December 16<sup>th</sup>.

LTAC shall be comprised of one representative from each of the below listed areas, elected to alternating two-year terms (in order to ensure continuity on the Council).

- CC/Educational Administrators Elected in odd year
- CC/Classified Administrators Elected in even year
- MJC/Classified Administrators Elected in odd year
- MJC/Educational Administrators Elected in even year
- CS/Classified Administrators Elected in odd year
- CS/Classified Administrators Elected in even year
- CC/MJC/CS Confidentials Elected in even year
- Two LT Members-At-Large One elected in odd year; one elected in even year

The Team is represented on the District Council by the LTAC President. An LTAC member will serve on each College Council. Team members are also requested to serve on various committees throughout the District that may have direct impact on the Team or when we can be of benefit to faculty or classified personnel.

### **3. Objectives**

In consultation with the Team, the specific objectives of LTAC are:

- a. To provide input into all proposed policies which directly affect the administration, management and operation of the YCCD.
- b. To provide open and frequent communication among Team members.
- c. To apply all available knowledge and information to the improvement of District services.
- d. To encourage and support the Leadership Team in achieving the educational goals and objectives of the District.
- e. To provide a means whereby economic and welfare concerns of Team members can be addressed, including position descriptions, classification, evaluation, salaries and fringe benefits, promotion, assignment, and transfer.
- f. As an integral part of District participatory governance:
  - The LTAC president is a standing member and sits on the District Council;
  - LTAC participates in Meet and Confer;
  - LTAC provides membership in Districtwide committees/councils when requested.
- g. In developing and/or supporting policy and procedures:
  - LTAC conducts open meetings with the Leadership Team annually or as needed.
- h. In recommending/developing/supporting staff development activities that are applicable to its membership:
  - LTAC supports the District when appropriate in its endeavor to provide training for staff development opportunities for Team members;
  - LTAC will sponsor an annual staff development event.
  - LTAC is dedicated to supporting the District in its pursuit of educational excellence and student success.
- i. To promote Goodwill within its membership.

### **4. Officers' Duties**

At the first LTAC meeting in January, the currently elected officers shall select from their ranks, individuals to fill any of the open positions of President, Vice President, Treasurer, Recorder, and Goodwill Ambassador. These positions may be appointed to a one- or two-year terms, as desired by the LTAC.

- a. **LTAC President**--the officer assigned the responsibility as head of LTAC and lead spokesperson for the Leadership Team. The president is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:
- Create agenda (with LTAC input) and lead monthly LTAC meetings.
  - Schedule meeting rooms for LTAC meetings.
  - Sit on District Council and communicate discussions with the Leadership Team.
  - Attend monthly meetings with the Chancellor and Vice Chancellor of Human Resources to discuss matters of importance to the Leadership Team and to maintain open communications.
  - Lead and facilitate Leadership Team trainings and open Meetings.
  - Provide the LTAC report to the Board of Trustees at their regular monthly meetings.
  - Second signatory on LTAC bank account.
- b. **LTAC Vice President** - the officer assigned to assist President with duties. The Vice President is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:
- Fill-in for President when President is sick, or on vacation.
  - Attend when available, at Meet and Confers alongside LTAC President.
  - Fulfill other needs for President and LTAC when directed.
  - Third signatory on LTAC bank account.
  - This position does not automatically move to President.
- c. **LTAC Treasurer**--the officer assigned the primary responsibility of overseeing the management and reporting of the LTAC finances. The treasurer is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:
- Bank account maintenance and financial transaction oversight - Signing checks, monitor online banking and accuracy of statements, knowledge about who has access to the funds, and any outstanding bills or debts owed, as well as developing systems for keeping cash flow manageable.
  - Reports - Preparing monthly Treasurer's Reports to be shared at the LTAC meetings and totals published in the meeting highlights. Prepare a Mid-Year Treasurer's Report after each fall semester dues' campaign. At the end of the calendar year, the Annual Treasurer's Report will be sent to the Leadership Team.
  - Dues - Organize collection of dues each fall semester: Request for dues, collect payment, deposits payment and monitor list of current managers after payment has been received.
  - Work with both college Foundations to cover cost of the LTAC Student Scholarships (one each for Columbia College and Modesto Junior College)



- c. **LTAC Recorder**--the officer assigned the primary responsibility of writing and distributing the monthly meeting notes. The recorder is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:
- Take notes during LTAC meetings and transcribe them into LTAC meeting minutes.
  - Create and distribute the LTAC Highlights to the Leadership Team bi-monthly or as needed.
  - Maintain files pertaining to LTAC (most of which are on a flash drive).
  - Prepare and track Leadership Team surveys, votes, etc., as directed (usually using SurveyMonkey.com). (This duty can be shared with other LTAC members.)
  - Fourth signatory on bank account, if needed.
  - Assist with Leadership Team Newsletter as needed.
- d. **LTAC Goodwill Ambassador** - the officer assigned the primary responsibility of corresponding and communicating with members through Good Will Acknowledgements and inform LTAC. Include a general summary of the GWAs in the monthly and end of the year LTAC reports. The Ambassador is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:
- Retain supply of cards for membership acknowledgements
  - Send cards when to member when experiencing;
  - Professional or educational achievement
  - Wedding
  - Birth
  - Birthday
  - Illness, surgery, or hospitalization
  - Death in the family
  - Any other situation deemed worthy by LTAC
  - Assist with Leadership Team Newsletter as needed.

## 5. **Team Dues**

Annual Team Dues for membership are from July 1<sup>st</sup> to June 30, each fiscal year. Dues are requested from all Leadership Team members. Dues may be paid by sending a check payable to LTAC, using the LTAC Paypal account, or through Payroll Deduction through Etrieve. Please send all checks to the Treasurer of LTAC. The proceeds are used for:

- a. Student Scholarship Fund established at both colleges in the amount of \$500 per college.
- b. Hospitality at Team functions
- c. Purchasing Team retirement plaques.

**D. STATEMENT OF ETHICS**

It is understood that actions of all members of the Team will be consistent with commonly accepted professional and ethical standards.

The YCCD Leadership Team fully supports the Association of California Community College Administrators (ACCCA) Statement of Ethics provided in [Appendix A](#).

## E. RECRUITMENT AND HIRING

Recruitment, screening and selection of management staff for new openings shall be conducted in accordance with District Board Policy on Diversity ([Board Policy 7100](#)). In keeping with this policy, staff selection shall be based on open competition for both entry to and promotion within management vacancies. Standard procedure on screening committees shall be applied to the examination process. District employees shall be encouraged to seek promotional appointments.

Screening committees will include a diverse, balanced representation whenever possible. Committee composition will be reviewed for approval by the Vice Chancellor of Human Resources, or designee, prior to the start of the screening process. Committee composition may be modified accordingly.

*Reference Board [Policy 7120](#) / [Policy 3420](#) (Recruitment and Hiring) and Procedure.*

## F. RIGHTS & RESPONSIBILITIES

### 1. Management Personnel Responsibility

Leadership employees have major responsibilities for promoting educational leadership, formulating and recommending District policies, administering District programs, adjudicating grievances and supervising and evaluating District employees. The workday for management personnel shall include all service provided within a 24-hour period.

The expectation is a minimum of a 40-hour work week. However, recognizing that management responsibilities may result in some managers working in excess of normal office hours, compensatory time off may be provided on an informal basis.

### 2. Responsibility Days

The normal work schedule for management personnel is computed according to the following schedule: 12-month employees - 225 days, 11-month employees - 205 days, 10-month employees - 185 days.

Responsibility days for work schedules which vary from the above will be prorated accordingly.

### 3. Citizenship Rights

Leadership Team employees have the same rights and responsibilities as any citizen living in a democracy to participate in political and governmental affairs, including such rights as voting or refraining from voting, discussing the social, political and economic issues of the day in public meetings; supporting candidates, accepting appointive or elective public office, or holding office in political parties. Management employees, because of their position in the District, should make it clear that they are speaking or acting as individuals and not as employees of the Colleges, District or Board of Trustees. [[Board Policy 7370](#), Political Activity]

### 4. Personnel Files

A Leadership Team member shall be permitted to view, upon request and reasonable notice, his/her personnel file in the District's Human Resources Office. This review shall not normally be permitted during the member's duty hours, exception being Item "b" below.

- a. Information of a derogatory nature shall not be entered or filed in the Leadership Team member's personnel file until s/he is given written notice. Following notice, the Leadership Team member shall have ten (10) working days to review and attach his/her comments.
- b. At the request of the leadership team member, this review shall take place during normal business hours without loss of compensation.

- c. Derogatory materials placed in a Leadership Team member's personnel file shall contain the date on which the material was originated and the name of the person who originated the document.
- d. A Leadership Team member may request copies of any District related documents in his/her personnel file without charge; other documents may be copied for a fee.
- e. All personnel files are confidential and shall be available for review only when necessary for the proper administration of the District's affairs.
- f. Personnel files shall be available for review by an LTAC representative when authorized in writing by the Leadership Team member.
- g. The District shall maintain a dated log of the persons who have reviewed a personnel file. The log shall be maintained in the Leadership Team member's personnel file.
- h. The substance of materials contained in any personnel file shall not be subject to the Section K -Complaints, Investigations and Due Process contained in this Handbook. However, a violation of the procedures contained in this section may be subject to review under that procedure.

**G. COMPENSATION**

**1. Salary Schedule Placement Procedure**

**a. External candidates - Being Appointed to a Management Position:**

New appointees with no previous out-of-district management experience will be placed at Step A. Year-for-year credit for prior out-of-district management service will be provided to a maximum Step C placement if the experience was accumulated in a Leadership capacity. Any recommended placement above Step C will require Chancellor pre-approval with justification and documentation. Such requests shall be made only under exceptional circumstance by the college presidents or vice chancellor for the respective area.

**b. Internal candidates - Being Promoted to a Higher-Level Management Position:**

Management experience, including interim, in the Yosemite Community College District will be credited on a year-for-year basis without limit; and/or

Year-for-year credit for prior out-of-district management service will be provided to a maximum Step C placement if the experience was accumulated in a Leadership capacity; or

Will be placed at that step of the applicable salary range which results in no less than a five percent step increase, to maximum Step F. The calculation is on base salary only.

**c. Internal Candidates - Bargaining unit members (CSEA and YFA) promoting to a management position:**

- Will receive credit for prior non-management experience in the Yosemite Community College District on a ratio of one step for each three years of service with a maximum placement at Step C; and

Salary Step Placement Process Bargaining Unit Members (promoting to a management position)	
Years of Service	Step Placement
Less than 3 Years	A
Minimum 3 Years	B
Minimum 6 Years	C
<b>OR</b> <b>(whichever is higher)</b>	
Step placement which results in no less than 5% salary increase.	

- Year-for-year credit for prior out-of-district management service will be provided to a maximum Step C placement if the experience was accumulated in a Leadership capacity; or

- Will be placed at that step of the applicable salary range which results in no less than a five percent step increase, to maximum Step F. The calculation is on base salary only and takes into consideration a step movement due within 90 days of the promotion.

d. Interim Appointments:

Interim appointments shall be placed at Step A of the applicable salary range. If Step A placement results in less than a 5% increase of base pay, salary placement will be determined at the appropriate step of the range which results in no less than 5%.

2. Doctoral Stipend

A doctoral stipend is provided to recognize an earned doctorate. Cost-of-living adjustments (COLA) or other salary increases are also applied to the doctoral stipend. The current doctoral stipend is reflected on the salary schedule.

3. Anniversary Date

a. Appointment:

Progression within an assigned salary range on the management salary schedule shall be governed by the employee's anniversary date. Each employee's anniversary date shall be the first day of the month following initial appointment or later promotion, except if appointed or promoted on the first working day of the month, then that date is the anniversary date.

b. Promotion:

Promotion, if equal to a minimum of two ranges, shall change an employee's anniversary date. Step placement shall be governed by management salary placement procedures. Each employee's anniversary date shall be the first day of the month following initial appointment or later promotion, except if appointed or promoted on the first working day of the month, then that date is the anniversary date.

c. Reclassification:

Reclassification may affect anniversary date and/or step placement and are subject to the Meet & Confer Process with LTAC and District Administration.

d. Reorganization:

Reorganization, if equal to a minimum of two ranges, shall change an employee's anniversary date. Each employee's anniversary date shall be the first day of the month following initial appointment or later promotion, except if appointed or promoted on the first working day of the month, then that date is the anniversary date.

4. Longevity Pay

Management employees, working in permanent status, earn longevity pay after five (5) years of continuous total service with the District. Credit for continuous employment will be given for leaves of absence approved by the Board of Trustees,



including military leave. The amount of the payment will be \$100 per each year of service to be paid annually. There is no maximum cap on longevity pay.

The longevity payment will be paid in a lump sum around November 30 to all qualified management employees on the payroll as of November 30. Eligible Leadership Team members retiring with an effective date of retirement from June 1 to November 30 shall qualify for a prorated portion of annual longevity pay. The annual longevity pay period is December 1 to November 30.

## **5. Fringe Benefits**

a. The following fringe benefits are provided by the District for all eligible management employees:

- Health Insurance (employee and dependents)
- Dental Insurance (employee and dependents)
- Life Insurance (employee only) \$50,000 level term
- Vision Insurance (employee and dependents)
- Income Protection Insurance (employee only)

b. Retirement:

- Classified Management/Classified Confidentials - PERS
- Certificated Management - STRS (or PERS if vested)

c. Subject to approval by the insurance carrier, eligibility for participation in the District's health insurance program (medical, dental, vision and life) by part-time management employees (minimum 50 percent management assignment) with simultaneous part-time temporary teaching assignments shall reflect the total of the two assignments for the duration of the temporary teaching appointment. Nothing herein is intended to provide benefit eligibility at the higher level on a permanent basis or a continuing interest in a part-time teaching assignment.

## **6. District-paid Health Insurance for Retirees**

Leadership Team member eligibility for District Retiree Medical benefits is set forth in the chart below. Benefits do not include District paid dental, vision and life insurance. A retired employee or surviving spouse may enroll in the District's dental and vision plans at the retiree's own expense at the time of retirement. If coverage is declined or subsequently dropped, there shall be no further opportunity to enroll.

Hired Prior to July 1, 2004	Hired between July 1, 2004 and June 30, 2013	Hired on or after July 1, 2013
<p>Retirees shall be eligible for District paid post-retirement medical benefits until the age of 70</p> <p>Once Medicare eligible, Retiree shall pay the difference for spousal coverage if spouse is not yet Medicare eligible</p> <p>Retiree may continue District medical benefits after the age of 70 at his/her own expense</p> <p>Employees who are deemed permanently disabled by Social Security or CalPERS/CalSTRS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of 70.</p>	<p>Retirees under the age of 65 and meeting the “Rule of 70” shall continue to receive the District provided medical benefit until Medicare eligible</p> <p>Retiree may continue District medical benefits after Medicare eligible age at his/her own expense</p> <p>Employees who are deemed permanently disabled by Social Security or CalPERS/CalSTRS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility.</p>	<p>The District shall pay \$1,361/month (\$16,332/year) for the employee + spouse/domestic partner until the retiree reaches age 65. The retiree will pay the balance. Retirees may enroll dependents at their own expense.</p> <p>The employee must meet the following conditions to be eligible for retiree benefits:</p> <ol style="list-style-type: none"> <li>1. Retirement from CalPERS or CalSTRS</li> <li>2. A minimum of 55 years of age</li> <li>3. A minimum of 20 years of service with the District</li> </ol> <p>Employees who are deemed permanently disabled by Social Security or CalPERS/CalSTRS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility.</p> <p>If Medicare eligibility age increases, the parties agree to reopen this section pertaining to retiree benefits for employees hired on or after July 1, 2013.</p>

Rule of 70 Defined - Any combination of the retiree’s minimum age 50 (at last birthday preceding Board Approved retirement date) plus years of continuous probationary and permanent service with the District equivalent to 70 years or more. Credit for continuous employment shall be given for leaves of absence approved by the Board of Trustees, including military leave.

Retirees are eligible for District paid medical benefits based on their percentage of assignment at the time of retirement.

Retirees who worked less than 30 hours but more than 20 hours per week at retirement may elect to purchase the District's medical plan at a pro-rated portion of the premium.

The qualified retiree may continue to purchase the medical benefit through the District until death. Upon the death of the retiree the surviving spouse/domestic partner at his/her own expense, may continue to participate in the District's medical plan at the applicable rate until the surviving spouse's remarriage or death.

**7. Salary Payments**

Management employees are paid monthly, on the last working day of the month, except for December which is paid on the first working day of January.

**8. Extra Duty Assignments**

a. If extra duties or responsibilities not included in the management employee's present job description become assigned on a regular and ongoing basis, the supervising manager may submit that employee's new job description to HR for review of possible reclassification.

**9. District Initiated Cyclical Classification Review**

a. The cyclical process will identify a group of Leadership Team positions for classification review. Every five years (See Appendix #E) each group will go through the cyclical process and shall be reviewed for consistency and accuracy, followed by a benchmarking study. Any classification review that results in a recommendation for salary increase will be settled using the meet and confer process. All recommendations require final Board approval.

The District maintains right of assignment and may review Leadership Team positions off cycle to ensure the job tasks performed, the skills required to perform job duties, the technology utilized in performing job duties, the potential impact of that review on Leadership Team positions, and salary remain current.

**10. Tax Sheltered Annuity/Deferred Compensation**

According to [Board Policy 7-8036](#), the Yosemite Community College District will accommodate requests to participate in tax sheltered annuity programs in accordance with the Internal Revenue Code, the California Revenue and Taxation Code, and the guidelines established by the District.

**11. Professional Education Program (PEP)**

Team members are encouraged to enhance their managerial effectiveness through a program of professional education including academic course work, professional conferences, and related activities.

- a. Team members interested in PEP participation shall file a written request for prior approval with their immediate supervisor and the respective College President or the Vice Chancellor, Human Resources (for Central Services). This request shall be filed no later than 10 days prior to the start of planned activity and will include a brief description of the program, dates or participation, and projected costs.
- b. Team members approved for PEP participation shall be eligible to claim reimbursement for approved expenses (receipts required) associated with PEP activity including tuition/registration fees, lodging and travel not to exceed \$2,000 per fiscal year for all approved PEP activities. In addition, managers may request Professional Education Leave for approved activities in accordance with procedures noted in [Section I.7](#).
- c. The total amount of funding available for PEP activity during the fiscal year shall be established annually by the Chancellor in consultation with the LTAC.

## H. Performance Evaluation Procedures (Educational Administrators, Classified Administrators, and Confidentials)

### 1. Philosophy and Purpose

- 1.1 The evaluation of administrators is designed to recognize excellence in administration, to strengthen performance, to designate areas needing improvement, and to foster the growth and development of administrators in meeting the educational needs of faculty, staff and students engaged in the process of teaching and learning.
- 1.2 The administrator appraisal process is an on-going communications process. The process provides an overall evaluation of an administrator's work performance and an opportunity for the supervisor (evaluator) and administrator (evaluatee) to discuss the administrator's work performance in terms of the District's and Colleges' goals and objectives.

### 2. Evaluation Tools

- 2.1 Administrators (evaluatees) are evaluated biennially. The process uses a combination of three tools: Measurable Goals Form, Job Performance Appraisal Form, and Evaluation Survey Form, depending on the cycle due. Effective administrators possess strong communication skills, leadership, teamwork, professional knowledge and expertise, administrative skills, and diversity/cultural proficiency leadership.
  - a. The **Measurable Goals Form** helps the evaluatee (in conjunction with their supervisor) to target improved job performance through development of personal and departmental goals - short-term and long-term goals.
  - b. The Administrator **Performance Appraisal Form** is a measuring tool for both the District and the evaluatee. The Administrator Performance Appraisal Form establishes the criteria against which the employee is assessed and evaluated. Areas of strength and areas where performance improvement may be required or desired are highlighted for the employee.
  - c. The **Evaluation Survey Form** is completed by up to 20 co-workers, students, or community members as mutually determined by the administrator (evaluatee) and immediate supervisor (evaluator).
    1. For Certificated Administrators, in accordance with article 6.13 in the YFA Contract, the Evaluation Survey Form will be offered to all division faculty.
  - d. The **Self-Evaluation Form** is an optional tool that allows the evaluatee to reflect on major accomplishments since the last evaluation, and to help determine short-term and long-term goals.

### 3. Frequency of Implementation:

#### *First Year of Employment as an Administrator*

Immediate supervisor (evaluator) and evaluatee will meet by the six-month date of the evaluatee's first year of contract for the purpose of the following:

- a. Discuss evaluation process.
- b. Review District and College goals.

- c. Develop annual administrator goals and related objectives (Measurable Goals Form).
  - d. Review job description and identify current major responsibilities and skill areas.
- 3.3 At the end of the first year, the immediate supervisor will complete the Administrator Performance Appraisal Form, and the evaluatee will complete the Measurable Goals Form. The Self-Evaluation Form can be used but is optional.
4. Following completion of year 1, the evaluatee will move on to the following management evaluation cycles for subsequent years:

**Biennial**

- **Measurable Goals Form**
- **Administrator Performance Appraisal Form**
- **Self-Evaluation Form (Optional)**

**Every Fourth Year**

- **Measurable Goals Form**
- **Administrator Performance Appraisal Form**
- **Self-Evaluation Form (Optional)**

**AND**

- **Evaluation Survey**

**4.1 *Biennial: Measurable Goals & Administrator Performance Appraisal Form***

- Immediate supervisor (evaluator) and evaluatee meet for the following purpose:
- a. Formal evaluation using Administrator Performance Appraisal Form on previous year's performance only.
  - b. Review past year's goals and establish new or revised goals as needed.
  - c. Use the Self-Evaluation Form as an option.

**4.2 *Every Fourth Year: Measurable Goals, Administrator Performance Appraisal Form & Evaluation Survey Form***

- Immediate supervisor (evaluator) and evaluatee meet for the following purpose:

- a. Formal evaluation using Administrator Performance Appraisal Form on previous year's performance only.
- b. Review past year's goals and establish new or revised goals as needed.
- c. Conduct Evaluation Survey with peers using Evaluation Survey Form.
- d. Use the self-evaluation form as an option.

## 5. Instructions for Evaluation Tools

5.1 **Measurable Goals Form**- see form.

5.2 **Administrator Performance Appraisal Form**- see form.

5.3 **Evaluation Survey Form**- The Evaluation Survey is a tool for the immediate supervisor's appraisal of the administrator's performance to be used in conjunction with the Administrator Performance Appraisal. Survey results will be shared with the evaluatee.

- a. **Selection of Stakeholders:** With mutual agreement, the immediate supervisor (evaluator) and evaluatee will prepare a list of up to 20 individuals (stakeholders) to participate in the evaluation survey. The stakeholders identified should include persons within the evaluatee's sphere of influence and/or persons who are knowledgeable of the evaluatee's work, including any full-time faculty and/or part-time faculty in a particular division or department, staff, peers, students, and, where appropriate, community members. For Certificated Administrators, please see 2.1.c.1 above.
- b. All efforts should be made to ensure the diversity among stakeholders reviewing are both representative of the diversity of California and sensitive to equal employment opportunity and diversity concerns.
- c. **Evaluation Survey Timeline:** Each stakeholder will be asked to complete the online Evaluation Survey Form. Stakeholders will be allowed two weeks to respond. Surveys will only be sent out once, regardless of responses received.

**Note: Negative unsupported comments not pertinent to the job duties of the administrator (evaluatee) will not be placed in an employee's official Personnel File.**

## 6. Recourse for Unsatisfactory Review or Negative Comments

- 6.1 Administrators, who receive an unsatisfactory evaluation or negative comments during the evaluation process, may provide a written response within 10 days to be attached to the evaluation prior to it being placed in the administrator's personnel folder.
- 6.2 An unsatisfactory evaluation will require completion of an Improvement Plan. If the Improvement Plan results in a Satisfactory rating, then no disciplinary action will be implemented.



## **7. Leadership Team Members and Teaching**

- 7.1 Leadership Team members who hold the applicable minimum qualifications may teach as adjunct outside their regular work hours.
- 7.2 As adjunct, Leadership Team members will be evaluated following the processes outlined in Article 6 of the YFA contract.
- 7.3 If the Leadership Team member teaches in their own administrative area, a dean from another area will be chosen with mutual agreement of their immediate administrator to serve as supervisory dean, and YFA will be informed. The supervisory dean will lead the evaluation team and attend to any student concerns arising in the Leadership Team member's class.
- 7.4 The Leadership Team member will be compensated in accordance with their placement on the adjunct hourly faculty pay schedule.
- 7.5 Although Leadership Team members are to be evaluated and compensated as adjunct faculty, they remain members of the Leadership Team and are not represented by the Yosemite Faculty Association.

## I. ABSENCE

### 1. Absence Report

- a. Team members will complete a Certificate of Absence form for any type of leave (vacation, sick leave, bereavement, etc.) and obtain necessary supervisory approval.
- b. Employees working less than a 12-month assignment receive prorated vacation and sick leave accrual.

### 2. Bereavement Leave

- a. Team members shall be granted a leave, up to five (5) days with pay in the event of death of a member of the immediate family. Bereavement Leave may be taken nonconsecutively. Under special circumstances, additional days may be authorized by the Chancellor or designee.
- b. "Immediate family" is defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, foster parent, foster child, step-parent, step-child, aunt, uncle, niece, nephew, cousin, or any relative/person living in the immediate household of the Team member.
- c. Team members may be permitted up to four (4) hours paid leave to attend the funeral services of a YCCD employee or retiree. Funeral service leave will be reported on the District's absence form.

### 3. Community Service Leave

When a Team member employee holds a responsible position in a community group or organization, and is elected or invited to represent his/her organization in a regional or state conference, the employee may be granted one leave of absence per academic year, not to exceed three days, to attend this conference without loss of pay.

### 4. Holidays

- a. Team members will receive three (3) paid leave days for Winter Break Closure. District may grant a fourth (4<sup>th</sup>) day of paid leave dependent upon the calendar and mutual agreement.
- b. Team members receive 14 holidays per year. The following holidays are included by law: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Years' Day, Martin Luther King Day, Lincoln Day, Washington Day, and Memorial Day. Four additional local holidays will also be granted, including Friday before Thanksgiving Day, Christmas Eve, New Year's Eve in lieu of Admissions Day, and a "floating holiday" granted in lieu of the traditional Spring Day holiday.

- c. Floating Holiday: Eligible Team members receive a “floating holiday,” equal to eight (8) hours paid leave, for use during the period July 1 through June 30. Scheduling of the holiday shall be at the Team member’s request and with administrative approval. Upon use of the floating holiday, Team members shall submit an absence form indicating “other” to Human Resources. Credit for the floating holiday will not be carried over beyond June 30.
- d. New employees in their first year of employment, are eligible for the Floating Holiday if hired before April 1.

**5. Industrial Accident or Illness Leave**

Team members are eligible for a leave of absence for industrial accident or illness arising out of and in the course of employment. The injury or illness must be accepted by the District’s worker’s compensation insurance carrier. When a person is absent from his/her duties because of an industrial accident or illness, he/she shall be paid such portion of salary due for any month which will result in a payment of not more than his/her full salary. Employees are allowed sixty (60) working days of worker’s compensation leave for any one accident or illness. After sixty working days, that portion of the day not paid by the worker’s compensation carrier is charged to accumulated sick leave, extended sick leave, and/or vacation.

**6. Jury Duty/Court Appearances**

- a. Jury Duty: A Team member officially ordered to jury duty will be granted a leave of absence at full salary. Any juror’s fees received by the Team member will be remitted to the District. Reimbursement for travel and other allowances as a juror are retained by the employee.
- b. Court Subpoenas: A Team member subpoenaed to appear in court on behalf of the District will do so as part of their regular work schedule without loss of pay or utilizing their leave.
- c. Court Appearance: A Team member required to appear in court on personal business may do so by utilizing their Personal Business Leave. See Section 11 on Personal Business Leave.

**7. Professional Education Leave**

After five or more years of cumulative YCCD Leadership Team service, a Team member may request up to 40 days of paid leave subject to the conditions herein.

- a. Goal: The objective of this leave is to encourage and facilitate continuing education and professional growth by Team members and thereby strengthen programs and services to students.

- b. Activities: Program participation shall normally be limited to the following activities:
- 1) Graduate Study: Academic course work in an accredited institution beyond the Bachelor's Degree leading to the attainment of an advanced degree in educational administration or a related field. Normally, enrollment in a minimum of 6 units is required. Exceptions may be considered dependent upon the number of leave days requested.
  - 2) Independent Research/Travel: Intensive independent study of a significant complex issue or challenge facing the District and colleges. A written proposal for such study including problem/need analysis, research methodology, itinerary and expected outcome shall be filed with the administrator's application for leave. In addition, a follow-up report indicating results and recommendations shall be filed following completion of the leave.
- c. Approval: All requests for leave shall be submitted via an Absence Form and shall be subject to prior approval by the Team member's supervisor, and the respective College President or Vice Chancellor (for Central Services). All requests shall be subject to approval by the Chancellor and confirmation by the Board of Trustees.
- d. Other Conditions: Other terms and conditions of participation include:
- 1) The forty (40) days of paid professional education leave may be taken consecutively, non-consecutively, or may be combined with accumulated vacation to provide a maximum leave of 82 days within one academic year.
  - 2) Paid professional education leave shall not exceed a total of 40 days within three consecutive academic years.
  - 3) Reimbursement for related expenses (including tuition, registration fees, lodging or travel) may be accommodated through separate Professional Education Program (PEP) reimbursement procedures and shall not exceed \$1,500 per fiscal year for all approved PEP activities. Receipts are required.
  - 4) All professional education leaves shall be scheduled at the convenience of the District and in a manner, which will normally preclude the need for a replacement.

## 8. Military Leave

A Team member shall be granted military leave as required by the [Uniformed Services Employment & Reemployment Rights Act \(USERRA\) of 1994](#), California [Education Code §87700](#) and the Military and Veterans Code [§395](#) et. seq. and

compensated in accordance with the Education Code and Military and Veterans Code.

**9. Personal Leave of Absence**

A Team member may, at the sole discretion of the District, be granted a leave of absence for purposes satisfactory to the District. If granted, the leave normally will be without compensation and shall generally be for a period not to exceed one academic year.

**10. Personal Necessity Leave [[Education Code §88207](#)]**

Accumulated sick leave may be used by a Team member in cases of personal necessity. No such accumulated leave in excess of seven (7) days may be used in any academic year. Personal necessity leave will be charged to accumulated sick leave and shall not be a matter of personal desire or convenience. An absence form shall be completed certifying the reason for personal necessity leave. In the case of a scheduled absence for personal necessity, prior approval shall be obtained from the immediate supervisor.

**11. Personal Business Leave**

Team members may use up to two (2) days of personal necessity leave each academic year for personal business reasons. An absence form shall be submitted confirming the use of personal business leave. When possible, Team members shall submit a request for personal business leave prior to the leave date(s) requested. Use of this leave is not intended for vacation, recreation, and/or social activities.

**12. Sick Leave**

Team members shall earn one day of sick leave for each month of employment, up to a maximum of twelve (12) days per year. Employees working less than a 12-month assignment receive prorated sick leave accrual. Sick leave may be accumulated without limitation, and may be transferred to or from any district in California as provided by law [[Education Code §88202](#); [§87779](#)]. The District reserves the right to require medical verification for any absence charged to sick leave.

**13. Extended Sick Leave**

Upon the expiration of current and accumulated sick leave and industrial accident and illness leave (if applicable), a disabled Team member may qualify for extended sick leave at fifty percent (50%) of daily pay. The “maximum period payable” for extended sick leave is 100 workdays, not to exceed one year from date of disability. If Catastrophic Leave is used, then see Section 15. For more details, contact HR Benefits.

**14. Short-Term Disability Plan**

Upon the expiration of extended sick leave, disabled Team members may qualify

for income protection benefits under the District's short-term disability plan. Please contact the Benefits Office for details. Once a Team member has been continuously absent from their job for one year, the Team member will be placed on a 39-month medical rehire list. For more details, contact HR Benefits.

## **15. Catastrophic Leave**

### **a. Donation Plan**

- 1) Beginning November 1, 2011, members of the Yosemite Faculty Association and/or the YCCD Leadership Team may donate sick leave to individuals in either unit who, due to a serious health condition, have exhausted all accumulated sick leave.
- 2) Donors may not donate more than three days of sick leave in any academic year. A donor shall retain a minimum of forty (40) days of accumulated sick leave after his/her donation. No employee may receive more than thirty (30) days of donated sick leave during a 12-month period.

### **b. Process for Requesting a Donation**

- 1) A written request, specifying the nature of the condition and estimated number of days needed, shall be sent to the Vice Chancellor of Human Resources who will verify the number of accumulated sick leave days remaining and the certification for eligibility and call a meeting of the Sick Leave Donation Committee. The committee will include one member from the Yosemite Faculty Association, one member from the YCCD Leadership Team, and the Vice Chancellor of Human Resources or designee.
- 2) After the Committee has reviewed and approved the request, solicitation of donations may be made through the Vice Chancellor's office by the individual or his/her representative on his/her behalf. The solicitation period shall be limited to one month.

### **c. Process for Making Donations**

- 1) Donations of sick leave shall be authorized by a signed pledge form obtained from the Human Resources Office.
- 2) Donated leave must be in one-day increments (no less than eight (8) hours).
- 3) In the event several employees sign and submit pledge forms, the sick leave shall be allocated to the recipient employee in the order the signed pledge forms are received by the Human Resources Office.
- 4) Normally, donations are made before the recipient team member begins extended sick leave. However, donations may be made while the recipient team member is already on extended sick leave.
- 5) The Human Resources Office shall keep the identities of those donating sick leave confidential.

d. Use of Donations

- 1) The donated sick leave may be used only when the recipient team member has exhausted accumulated sick leave and either is not eligible for long-term disability or is eligible but has not begun to receive the long-term coverage.
- 2) One day of donated leave shall be used as compensation to increase one day of extended sick leave to one day of regular (full pay) sick leave for the recipient team member.
- 3) Donated sick leave shall not extend the total number of days of the recipient team member's combined sick and extended sick leave. Donated sick leave shall increase the number of days of regular sick leave at full pay and reduce the number of days of extended leave.
- 4) Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient team member. In the event that the state or federal government rules that a tax liability is due other than as taxed, the recipient shall be solely liable for such tax liabilities.
- 5) In no instance shall team members sell and/or exchange sick leave for monetary or other considerations.
- 6) If the recipient team member does not use all donated sick leave, the sick leave shall be returned to the donor.

For more details, contact HR Benefits.

**16. Vacation**

- a. Except as provided in 16.c., twelve (12) month Team members earn 21 (eight-hour) days of vacation per academic year at an accrual rate of 14 hours per month. Employees working less than a 12-month assignment receive prorated vacation accrual.
- b. Vacation is to be taken at the convenience of the District.
- c. After 15, 20, and 25 years of service with the District, Team members shall earn one additional vacation day per academic year:
  - At 15 years-22 days (14.67 hours per month);
  - At 20 years-23 days (15.33 hours per month);
  - At 25 years-24 days (16 hours per month).
- d. Except as approved by the Chancellor or his/her designee, a Team member may accrue a maximum of 42 days (336 hours) vacation.
- e. Team members who have a vacation leave balance in excess of 42 days (336 hours), shall be considered to have excess vacation leave. Effective January 2014, Team members with excess vacation leave will cease to accrue vacation until such time the balance is reduced below the maximum allowed accrual.



## **17. Maternity Leave**

A maternity leave may be granted to a female team member during the period of time she must absent herself from her duties because of disability resulting from pregnancy or convalescence following childbirth or miscarriage. The Team member may elect to utilize her accumulated sick leave during her period of physical disability, provided the duration of disability and convalescence following childbirth are certified by her physician (Pregnancy Disability Leave (PDL)).

In California, a pregnant employee is entitled to Pregnancy Disability Leave (PDL) of up to four months. An eligible California Family Rights Act (CFRA) employee can then take 12 weeks of CFRA baby bonding leave. The first 12 weeks of PDL can run concurrently with Family Medical Leave Act (FMLA) leave for eligible employees, and for that period, the employer must maintain health benefits.

The basic minimum leave duration is two weeks for CFRA-only baby bonding leave. However, a request for leave of less than two weeks duration on two separate occasions will be granted. If both a husband and wife work for the District, both married employees have 12 weeks of CFRA leave each in the event of a birth, adoption, or foster care placement.

## **18. Family and Medical Leave**

State and federal law permit eligible employees to request an unpaid leave:

- upon the birth or adoption of the son or daughter of the employee or upon placement with the employee for foster care (baby bonding time); or
- when the employee's spouse, domestic partner, son, daughter or parent has a serious health condition and requires care from the employee.

The law also gives an employee job protected unpaid leave for their own serious illness. Eligible employees are entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period. For more information contact the Human Resources Operations office.

### **a. Family Medical Leave Act (FMLA) - Eligibility**

You may be eligible for an unpaid family care and medical leave under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), if you have more than 12-months of service with the District and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave.

If possible, you should provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or your family member). For events which are unforeseeable, notify your direct supervisor and Human Resources, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is

grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

Human Resources may require certification from your health care provider before allowing you a leave of pregnancy or your own serious health condition or certification from the health care provider of your child, parent or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule, but you may need to be temporarily transferred.

If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact your benefits. With certain exceptions, you will be able to resume your position or a comparable position at the end of the leave. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your job, seniority and benefits, please contact Human Resources Operations.

## J. REASSIGNMENT/TRANSFER

### 1. Reassignment of Educational Administrators to Faculty Ranks

a. Educational Administrators: Please also consult the current YFA contract.

- 1) Educational administrators employed by the Yosemite Community College District in an academic position prior to July 1, 1990 or who have otherwise attained tenure in an academic position with the District retain tenure and seniority rights should they be reassigned.

Other educational administrators meeting the requirements of [Education Code §87458](#) and these procedures shall have status as first year, probationary faculty upon reassignment to the faculty.

Note: Effective August 6, 2001, [Education Code §87458](#) was amended. An educational administrator who has not previously acquired tenured status as a YCCD faculty member and who is employed in a categorically funded project of indeterminate duration, shall not have the right to become a first-year probationary faculty member upon expiration or termination of his/her administrative assignment.

- 2) In the event of a reassignment of an educational administrator to the faculty ranks, please refer to the YFA contract.

### 2. Temporary Administrative Reassignment/Interim Appointments

Administrators may be requested to assume the duties and responsibilities of a higher classification on a temporary interim basis. The designated employee shall be notified in writing of such action and shall be requested to perform all duties pertaining to that classification. As a result, his/her salary shall be adjusted temporarily for the time period designated. The term of the temporary appointment shall normally not exceed one year.

Administrators may apply for a position in an interim capacity.

The administrator will return to their original assignment at the conclusion of the temporary administrative reassignment or interim appointment.

In addition, the District may modify an administrator's duties and responsibilities as warranted through a process of reorganization. The administrative assignment shall be reviewed by the immediate supervisor after the first year.

### 3. Lateral Transfer/Voluntary Demotion (Management Only)

#### 3.1 DEFINITIONS

3.1.1 **Lateral Transfer** is defined as a change in a Leadership Team member's work location within the same classification and not involving a promotion or demotion.

3.1.2 **Voluntary Demotion** is defined as a permanent change to a lower classification for which the Leadership Team member meets all employment qualifications as determined by the District.

#### 3.2 PROCESS

Upon an opening for a permanent management position, the District will announce the position via District email to all qualified employees of the available lateral transfer/voluntary demotion opportunity. Lateral transfers and voluntary demotion opportunities will be posted for five (5) days.

3.2.1 All eligible Leadership Team employees must submit required documents via the District's online application system:

- 3.2.1.1 Online application
- 3.2.1.2 Letter of interest
- 3.2.1.3 Resume
- 3.2.1.4 List of references

3.2.2 **The process shall consist of:**

- 3.2.2.1 An interview with the position's immediate supervisor and at least one additional Leadership Team employee.
- 3.2.2.2 A reference check with current immediate supervisor with agreement of Team member.
- 3.2.2.3 A review of official YCCD Personnel File.

3.2.3 Other methods of gathering background information are allowable by mutual agreement of the hiring supervisor and the applicant.

3.2.4 The hiring supervisor shall give lateral transfer and voluntary demotion requests equal consideration. When the hiring supervisor determines applicants are equally qualified, seniority will be the determining factor.

3.2.5 The active recruitment process shall not proceed until all interviews have been completed and Leadership Team members have been notified of the decision by District. District email is an acceptable form of notification.

3.2.6 The filing of a request for lateral transfer/voluntary demotion shall be without negative consequences to the Leadership Team member.

3.2.7 If no eligible employee submits interest or no lateral/voluntary demotion is chosen, the District shall proceed to the active recruitment process.

3.2.8 A qualified Leadership Team member who meets minimum qualifications and applies during the active recruitment process shall proceed to the interview round of hiring.

## **K. COMPLAINTS, INVESTIGATIONS AND DUE PROCESS**

### **1. COMPLAINTS**

Complaints related to the duties of a Leadership Team member shall be called to the attention of the employee's immediate supervisor. An attempt will be made to reconcile the problem in an informal manner by consultation with the employee and the employee's immediate supervisor.

If the complainant is not satisfied with the informal resolution, a formal written complaint may be filed with the College President or Senior Director of Human Resources within 30 days of the notification of the informal resolution.

### **2. INVESTIGATIONS**

Upon receipt of the formal written complaint, the District will review the complaint and conduct a preliminary investigation. If the District determines that further investigation is warranted, it will initiate the investigation process and provide the necessary notification to the employee against whom the allegation has been made.

Policy 3-8020 shall apply in all instances where a Leadership Team member is the subject of a District-initiated investigation.

### **3. DUE PROCESS**

All Leadership Team members shall be provided due process rights as outlined in Policy 3-8020 Due Process:

*Due Process rights are basic human rights and are enumerated in the Fifth and Fourteenth Amendments of the United States Constitution. By establishing fair and equitable dispute resolution policies, it is the intent of the District to respond to all allegations of unprofessional conduct with a balance that protects the accuser while affording the safeguards of due process for the accused.*

*YCCD policy prohibits retaliation against an individual who in good faith reports or provides information about concerns or suspected violations of law or District policy. However, false accusation determined to have been made with the intent of harming or harassing a Leadership Team member may subject the accuser to disciplinary action. An accusation that is not made in good faith is not protected.*

**L. EMPLOYMENT CONTRACTS (EMPLOYMENT AGREEMENTS)**

Educational and Classified Administrators shall be employed exclusively by contract (Management Employment Agreement (“Agreement”)) and shall not earn permanency in their administrative assignment. [[Education Code §72411](#)]

Classified Administrators will generally be employed under a one-year Agreement. Educational Administrators will generally be employed under a two-year Agreement. The District reserves the right to offer employment contracts of lesser duration.

Educational and Classified Administrators should refer to the individual Agreement for actual terms and conditions of employment.



## **M. CLASSIFIED CONFIDENTIAL EMPLOYEES**

### **1. CLASSIFIED CONFIDENTIAL EMPLOYEES - PROBATIONARY PERIOD**

A Classified Confidential employee shall serve a one-year probationary period. A Classified Confidential employee may be terminated during his/her one-year probationary period without cause. The employee does not serve a new probationary period for a lateral transfer.

### **2. CLASSIFIED CONFIDENTIAL EMPLOYEES - DUE PROCESS AND DISCIPLINE**

The District shall maintain the right to discipline non-probationary Classified Confidential employees using formal discipline that includes but is not limited to: written reprimand, suspension without pay, demotion and/or termination. The District shall initiate formal discipline for cause. "Cause" is defined as acts, omissions or behaviors which are detrimental to the operation of the District and/or its major instructional, student and/or administrative areas or which impair the District's mission, purpose and objectives.

Formal disciplinary actions may be based on, but not limited to, the following causes:

- Misconduct/unprofessional conduct
- Failure to follow District policies or procedures
- Insubordination
- Unsatisfactory work performance

The basis for formal discipline shall not be based on information that is more than two years old.

A Classified Confidential employee shall receive written notice of disciplinary action or proposed disciplinary action. The written notice of disciplinary action (written reprimand or suspension of five days or less) or proposed disciplinary action (suspension of six or more days, demotion or termination) shall include:

- cause(s) for disciplinary action,
- acts and/or omissions and/or behaviors that constitute the cause(s), and
- an effective date of the action.

Documentation upon which the disciplinary action is based shall be attached to the written notice.

Written notice of proposed disciplinary action shall also inform the Classified Confidential employee of his/her right to respond orally or in writing to the proposed discipline within five (5) working days of the written notice at a meeting with the Vice Chancellor, Human Resources/designee. The Vice Chancellor, Human Resources/designee shall consider any response submitted by the Classified Confidential employee and he/she shall notify the Classified Confidential employee in writing within fifteen (15) calendar days of his/her final decision regarding the proposed disciplinary action. The Vice Chancellor, Human Resources/designee's final decision shall affirm or reduce the proposed disciplinary action.

If the final disciplinary action results in a suspension of six or more days, demotion or termination, the written notice of the final disciplinary action shall also inform the Classified Confidential employee he/she is entitled to an evidentiary hearing before the Board of Trustees (Board) or a hearing officer designated by the Board. Within ten (10) workdays from the date of the final disciplinary action, the Classified Confidential employee must submit a written request to the Vice Chancellor, Human Resources appealing the final disciplinary action to a hearing.

In the absence of a Classified Confidential employee's timely appeal for hearing regarding the final disciplinary action, the Board may act upon the final disciplinary action after the time period for an appeal hearing has expired.

If the Classified Confidential employee requests an appeal hearing, a hearing shall be scheduled within forty-five (45) calendar days of the request. The Classified Confidential employee has the right to appear in person, with counsel, or other representation at the appeal hearing. During the appeal hearing, the District shall bear the burden of proof in support of the final disciplinary action. Hearings are closed to the public unless otherwise requested by the Classified Confidential employee. Hearings may be recorded at the request of either party with the expense for the recording being borne by both parties.

If the Board appoints a hearing officer, a non-binding advisory opinion or recommendation containing findings and conclusions shall be presented in writing to the Board within forty-five (45) days after the conclusion of the hearing. The Board may accept and adopt the findings and conclusions of the hearing officer or may review the entire hearing record or provide for an additional testimony. At the conclusion of the appeal hearing or upon submission of a non-binding opinion or recommendation from a hearing officer, the Board may affirm, reverse or modify the final disciplinary action imposed by the Vice Chancellor, Human Resources/designee. The findings and decision of the Board shall be final and conclusive on all parties.

**N. NONRENEWAL OF EMPLOYMENT CONTRACT**

The Employment Agreement expires at the end of the term specified in the Agreement. Any notice to an Educational or Classified Administrator that the Agreement will not be renewed shall be effective the next July 1 after notification on or before March 15 of that year.

Failure to provide such notice will result in the Agreement continuing for one year with all other conditions and terms remaining unchanged. [[Education Code §72411](#)]

## O. RESIGNATION

1. The Board shall accept the resignation of any employee and shall fix the time when the resignation takes effect, which shall not be later than the close of the academic year during which the resignation has been received by the Board.
2. The Board hereby delegates to the Chancellor the authority to accept resignations on its behalf. All such resignations shall be forwarded to the Board for ratification.

[\(Policy 7350\)](#)

## P. REDUCTION IN FORCE

Team members may be laid off due to reduction in funds or services. Please refer to your individual employment agreement for specific terms and conditions of employment. [\[Education Code §§87743-87746\]](#)

### 1. Educational Administrators

Lay off of an Educational Administrator shall be effective the next July 1 after notification on or before March 15 of that year.

After layoff, an Educational Administrator shall assume a faculty position in a faculty service area in which the standards developed by the District and Academic Senate for equivalency are satisfied if the Administrator:

- a. was employed in an academic position prior to July 1, 1990; or
- b. has otherwise attained tenure in an academic position with the District prior to his/her administrative appointment; or
- c. has served at least two years at the District as a faculty member and/or administrator in a regularly funded position and meets the requirements of [Education Code §87458](#).

If no position is available, an Educational Administrator should refer to the YFA Contract for retreat rights.

### 2. Classified Administrators and Classified Confidentials

Lay off of a Classified Administrator or Classified Confidential shall be effective the next July 1 after notification on or before March 15 of that year.

- a. Classified Administrators and Classified Confidentials who have attained permanency in a classified position with the District prior to his/her administrative appointment:
  - 1) shall be laid off in the order determined by the employee's date of hire in regular classified employment with the District as identified in the classified management seniority list;
  - 2) shall be laid off in order of seniority in a multiple incumbent administrative job classification, or if two or more administrators have equal seniority, the determination of who should be laid off shall be made by lot;
  - 3) may displace a less senior employee in an equal or lower non-administrative classification previously held by the administrator;

If no position is available, has a preferential right to reappointment for a period of 39 months.

**3. Continuation of Benefit Coverage**

Team members may qualify for continuing benefit coverage following layoff at their own expense consistent with federal legislation. Contact the Human Resources Benefits Office for more information.

**Q. TERMINATION**

**1. For information regarding termination, please refer to the following:**

- a. Educational Administrators: Please refer to “Section 7 - Termination” of the employment agreement\*.
- b. Classified Administrators: Please refer to “Section 8 - Expiration of Term and Termination” of the employment agreement\*.
- c. Classified Confidential Employees: Please refer to “Section O - Due Process and Discipline” of the Leadership Team Handbook.

*\*Sample employment agreements provided in Appendix D of this handbook.*

**2. Reversion Rights:**

Within six (6) months of a promotion from another classified or management position, the confidential/leadership team member shall have the right to return to his/her previous assignment prior to promotion and displacement privileges (bumping) shall apply.

# APPENDIX A: ACCCA Statement of Ethics



# ACCCA Statement of Ethics

## A Definition of Ethics

Ethical behavior is often defined as "right or "good" behavior as measured against commonly accepted rules of conduct for a society or for a profession. The ethical person is often described in absolute terms as one who is fair, honest, straightforward, trustworthy, dispassionate and unprejudiced. If, however, one is inconsistently fair or honest, one loses credibility and is perceived to be unethical. The ethical person must be conspicuously consistent in the exercise of integrity to sustain the credibility that is an expectation of office.

## Importance of Ethics

The credibility of college administrators depends upon whether they are perceived as honest men and women. If integrity contributes to credibility, then ethical behavior is a singular prerequisite to successful management. When people are convinced that public institutions are administered by honest individuals, questions of credibility and demands for public accountability rarely arise.

Statements of ethical standards do not necessarily ensure ethical behavior. Yet public statements of intent surely create an expectation that public officials will indeed act with integrity in the public interest.

## Expectations for Ethical Behavior

Administrators of community colleges shall be committed to the principles of honesty and equity. They shall not seek to abridge for any purpose the freedoms of faculty, staff and students. At the same time, they shall not willingly permit the right and privileges of any members of the college community to override the best interests of the public served by the college.

As appointed managers of the college community, administrators shall exercise judgments that are dispassionate, fair, consistent and equitable. They shall exhibit openness and reliability in what they say and do as leaders. They shall confront issues and people without prejudice. They shall do everything they can to demonstrate a commitment to excellence in education and without compromise to the principles of ethical behavior.

The consistent exercise of integrity is ethical behavior.

## **RESPONSIBILITIES OF ADMINISTRATORS**

Administrators respond to many constituencies: to elected or appointed governing boards; to colleague administrators, faculty and staff; to their professions; and to the students and the community. The following statements of responsibilities are intended as guidelines:

- I. With respect to students, the community college administrator has the responsibility:
  - a. To provide and protect student access to the educational resources of the community college.

- b. To protect human dignity and individual freedom, and assure that students are respected as individuals, as learners, and as independent decision-makers.
  - c. To invite students to participate in the established shared governance process.
  - d. To protect students from disparagement, embarrassment or capricious judgment.
  - e. To keep foremost in mind at all times that the college exists to serve students.
- II. With respect to colleagues and staff, the community college administrator has the responsibility:
- a. To develop a climate of trust and mutual support through the established shared governance processes.
  - b. To foster openness by encouraging and maintaining two-way communication.
  - c. To encourage, support and abide by written policies and procedures and to communicate clearly to all staff members the conditions of employment, work expectations and evaluation procedures.
  - d. To provide opportunities for professional growth.
  - e. To provide due process with opportunity for appeal and review of employee evaluation.
  - f. To challenge unethical behavior in a timely manner.
- III. With respect to the governing board, the community college administrator has the responsibility:
- a. To keep the board informed so that it can act in the best interests of the district and the public.
  - b. To act in the best interest of the district.
  - c. To be guided by the principles and policies established by the board.
  - d. To represent the board in official statements only when formally designated to do so.
- IV. With respect to the profession, the community college administrator has the responsibility:
- a. To improve performance through participation in professional activities.
  - b. To be informed about developments in education in general and in the community college in particular.
  - c. To encourage and assist new professionals toward growth and effectiveness.
- V. With respect to the community, the community college administrator has the responsibility:
- a. To remain continuously informed of the characteristics, preferences and educational needs of the local community.
  - b. To be sensitive to individuals from diverse backgrounds.
  - c. To encourage and stimulate communications with community groups.

## RIGHTS AND DUE PROCESS

A community college administrator should have the right:

1. To be considered for employment without regard to race, sex, religion, creed, age, national origin, disability or sexual orientation;
2. To a clear written statement of the philosophy, goals and objectives of the district.
3. To a written contract identifying terms and conditions of employment.
4. To work in a setting of institutional support and a climate of professional respect.
5. To be assigned authority commensurate with responsibilities and resources adequate to carry out assigned functions.
6. To act independently within the scope of authority to carry out responsibilities assigned.
7. To perform duties and carry out responsibilities without disruption or harassment.
8. To be provided with legal and financial protection from liability in carrying out duties of the position.
9. To participate in formulating and implementing institutional policy at a level appropriate for the position held.
10. To speak for the institution at the level of assigned authority.
11. To participate in professional associations.
12. To confidentiality regarding personal matters.
13. To participate in and to be supported at an appropriate level in activities providing for professional growth such as career advancement and promotion, sabbatical leaves, other leaves, and conference attendance.
14. To loyal support from supervisors for the proper performance of work assigned.
15. To be evaluated in a professional manner on a regular and systemic basis, and to receive adequate notice of dissatisfaction with performance or action to terminate in accordance with existing statutes.
16. To due process in accordance with written procedures which are communicated to the administrator prior to appointment.

Source: ACCCA Website, <http://www.accca.org/i4a/pages/index.cfm?pageid=3338>  
Date: December 19, 2011

# APPENDIX B: Management Evaluation Form

**YOSEMITE COMMUNITY COLLEGE DISTRICT, LEADERSHIP TEAM  
MEASURABLE GOALS FORM (ANNUAL)**

Evaluatee Name/Title: \_\_\_\_\_

Evaluator Name/Title: \_\_\_\_\_

Goals for the Period of: \_\_\_\_\_

In collaboration with his/her supervisor, the Leadership Team member will identify one to three short-term and/or long-term goals annually. (Examples may include but are not limited to: professional/personal development, departmental improvements, and new projects.) The evaluatee will also be asked to describe progress on previous year's goal(s).

**Part I: Previous Year's Goals**

Goal 1:	
Progress:	
Goal 2:	
Progress:	
Goal 3:	
Progress:	

**Part II: New Goals**

Goal 1:	
Progress:	
Goal 2:	
Progress:	
Goal 3:	
Progress:	

\_\_\_\_\_  
Evaluatee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

**YOSEMITE COMMUNITY COLLEGE DISTRICT, LEADERSHIP TEAM  
JOB PERFORMANCE APPRAISAL FORM (BIENNIAL)**

Date: \_\_\_\_\_ Name of Evaluatee: \_\_\_\_\_  
Name of Evaluator: \_\_\_\_\_

Please review the Leadership Team Handbook, Section H, for detailed instructions. Specific improvement comments are mandatory when "Needs Improvement" or "Unsatisfactory" is checked.

Excellent	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
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<p><b>1. Job/Functional Knowledge</b></p> <p>Evaluate employee's understanding of the work roles and expectations, resource management, and procedures/policies to successfully perform the requirements of this position.</p> <p><b>Comments:</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>2. Planning and Organization</b></p> <p>Evaluate employee's execution of skills in planning and organizing to successfully meet goals.</p> <p><b>Comments:</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>3. Leadership and Supervision</b></p> <p>Evaluate employee's ability to lead direct reports or others, to direct their activities, guide their development, and achieve results.</p> <p><b>Comments:</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>4. Analysis and Action</b></p> <p>Evaluate employee's ability to analyze a situation and take appropriate action.</p> <p><b>Comments:</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>5. Adaptability, Collegiality, and Cooperation</b></p> <p>Evaluate employee's behaviors reflecting attitude towards position, fellow employees, the District and/or college. Evaluate ability to interact effectively with others.</p> <p><b>Comments:</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Excellent	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
<b>6. Quality &amp; Quantity of Work</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Evaluate employee's demonstrated volume, thoroughness, and accuracy in performing roles and responsibilities. <b>Comments:</b>					
<b>7. Initiative &amp; Ingenuity</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Evaluate employee's ability to identify and resolve problems, originate or develop ideas, and to implement them. <b>Comments:</b>					
<b>8. Diversity, Equity &amp; Inclusion</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Evaluate employee's commitment to contributing to an equity-minded work environment that pro-actively welcomes inclusion and diversity and aligns with District's goals. <b>Comments:</b>					
<b>9. Dependability</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Evaluate employee's reliability in completing own assignments in a timely manner and willingness to assume and complete tasks with shared group responsibility. <b>Comments:</b>					
<b>10. Overall Appraisal Rating</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Provide an overall performance appraisal rating, comments may be provided in the appraisal summary.					
<b>11. Performance Appraisal Summary</b>  Highlight how this employee has met the requirement of his/her position during the rating period. Address the following areas, and attach additional sheets as needed: <ol style="list-style-type: none"> <li>1. Evaluate how this employee has met the requirement of his/her position during the performance evaluation period. Comment on progress in achieving annual performance goals and objectives, special assignments, projects, professional organization/community involvement, and other activities. Highlight employee's greatest strengths in this position.</li> <li>2. Identify specific areas for growth and development in present position including training and development opportunities.</li> <li>3. Summarize any "needs improvement" and "unsatisfactory" areas. Must specify recommendations for each area noted. Explain what specific improvements are needed to achieve greater effectiveness in job performance in job performance, if any.</li> <li>4. Identify goals for the next cycle, if applicable.</li> </ol>					

## 11. Performance Appraisal Summary (Continued)

### Written Summary Comments:

This evaluation represents my best judgment of this Leadership Team Member's performance. My signature indicates I have discussed this evaluation with the Leadership Team Member.

Date: \_\_\_\_\_ Signature of Evaluator: \_\_\_\_\_

This job performance appraisal form has been discussed with me by my evaluator. I understand that my signature does not necessarily mean that I agree with this evaluation. I know this evaluation will become part of my personnel files and I have the right to respond in writing within 10 days.

Date: \_\_\_\_\_ Signature of Evaluatee: \_\_\_\_\_



**YOSEMITE COMMUNITY COLLEGE DISTRICT, LEADERSHIP TEAM**  
**SELF-EVALUATION FORM**  
**(OPTIONAL - TO BE COMPLETED AT THE OPTION OF THE EMPLOYEE BEING EVALUATED)**

Evaluatee Name/Title: \_\_\_\_\_

Evaluator Name/Title: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

Self-evaluation is an important element in the administrator performance evaluation process because it gives you an opportunity to list accomplishments and identify strengths and areas for growth and development. The self-evaluation process is also an important tool from which to develop goals and objectives.

In preparing your written Self-Evaluation consider the following, as relevant to your particular assignment:

1. Progress on annual performance goals and objectives.
2. Highlight overall accomplishments (e.g. activities, committee work, community involvement, etc.) since your last Comprehensive Administrator Performance Evaluation.
3. What was your most important accomplishment? Describe area(s) where you played a leadership role, enhanced District/College priorities, and implemented change.
4. Activities you have led or participated in that support a learner-centered institution.
5. Issues, opportunities, and problems that emerged that you did not, or could not anticipate. What did you do?
6. What inhibits you from doing your job as well as you would like (e.g. organizational structures, administrative procedures, etc.)?
7. Example(s) of your participation in a team effort involving people from other units. What parts of the effort succeeded? What parts did not work well, and to what degree did your participation make a difference?
8. What are some of the areas where you would like to improve your performance? Are there institutional barriers preventing you from making those changes? If so, what are these barriers?

**YOSEMITE COMMUNITY COLLEGE DISTRICT, LEADERSHIP TEAM  
EVALUATION SURVEY FORM (EVERY FOURTH YEAR)**

Survey Participant

Name and Title: \_\_\_\_\_

You have been selected to participate  
in the performance evaluation of:

\_\_\_\_\_

*(Evaluatee's Name and Title)*

In addition to the checked responses, please feel free to make comments. Attached is the job description for this Evaluatee. \*If "Below Expectations" is marked, please elaborate. Negative unsubstantiated comments not related to pertinent job duties will not be placed into the Leadership Team Member's personnel file.

**1. Job and Functional Knowledge**

Evaluate employee's understanding of the work roles and expectations, resource management, and procedures/policies to successfully perform the requirements of this position.

Exceeds Expectations       Meets Expectations       Below Expectations\*

Comment: \_\_\_\_\_

**2. Planning and Organization**

Evaluate employee's execution of skills in planning and organization.

Exceeds Expectations       Meets Expectations       Below Expectations\*

Comment: \_\_\_\_\_

**3. Communication**

Please rate this Leadership Team Member's written and verbal communication skills in matters related to your program's/department needs.

Exceeds Expectations       Meets Expectations       Below Expectations\*

Comment: \_\_\_\_\_

**4. Relationships**

Please rate this Leadership Team Member's ability to develop and maintain positive relationships.

Exceeds Expectations       Meets Expectations       Below Expectations\*

Comment: \_\_\_\_\_

**4a. If applicable, please rate this Leadership Team Member's interactions with the public.**

Exceeds Expectations       Meets Expectations       Below Expectations\*

Comment: \_\_\_\_\_

Other Comments: \_\_\_\_\_

Please return completed form to: \_\_\_\_\_

Due Date: \_\_\_\_\_

# APPENDIX C: Management Classifications and Salary Schedule

## YOSEMITE COMMUNITY COLLEGE DISTRICT – EMPLOYEE CLASSIFICATIONS Management and Confidential Placements – sorted by Classification

<b><u>Position Title</u></b>	<b><u>Range</u></b>
Accountant/Budget Analyst	23
Accounts Payable Manager	23
Agricultural Operations Manager – MJC	24
Assistant Director - Child Development and Training Consortium	28
Assistant Director/Campus Operations Manager	35
Associate Dean of Special Funded Programs	41
Associate Dean of Student Services	41
Auxiliary Services Manager	32
Business & Accounts Manager	34
Campus Facilities Manager I	29
Campus Facilities Manager II	32
Campus Life and Student Learning Manager	28
Campus Security Supervisor	21
Career Services Director	34
Child Care Center Manager	26
Dean of Advancement & Executive Director of the MJC Foundation	45
Dean of Agriculture, Environmental Sciences and Tech Ed –MJC	45
Dean of Allied Health, Family & Consumer Sciences – MJC	45
Dean of Arts, Humanities & Communications – MJC	45
Dean of Arts, Science and Human Performance – CC	45
Dean of Business, Behavioral & Social Sciences–MJC	45
Dean of Career and Technical Education	45
Dean of Counseling	45
Dean of Instruction and Student Learning – MJC	45
Dean of Literature & Language Arts and Library & Information Technology	45
Dean of Planning, Research, Innovation and Institutional Effectiveness	45
Dean of Physical Recreation & Health Ed – MJC	45
Dean of Sciences, Math & Engineering – MJC	45
Dean of Student Services - CC	45
Dean of Student Services – MJC	45
Dean of Workforce Development and Lifelong Learning	45
Director of Accounting, Grants & Compliance	36
Director of Admissions & Records and Enrollment Services– MJC	36
Director of Agricultural Education	35
Director of Athletics	45

<b><u>Position Title</u></b>	<b><u>Range</u></b>
Director of California Community College (CCC) Registry	34
Director of Campus Safety	37
Director of Center of Excellence – MJC	38
Director of Child Development Training Consortium – MJC	36
Director of College Research and Institutional Effectiveness	34
Director of Development – CC	38
Director of District Public Safety	38
Director of Enterprise Services	35
Director of Enterprise Services – Applications	35
Director of External Initiatives	36
Director of Facilities Planning & Operations – YCCD	42
Director of Great Valley Museum – MJC	28
Director of Health Services	38
Director of Marketing and Public Relations	32
Director of Media Services	35
Director of Regional Fire Training Center	35
Director of Research & Planning – CC	34
Director of Risk Management, Purchasing and Receiving	36
Director of Student Access, Retention & Support Services (SSSP)	36
Director of Student Financial Services – MJC	36
Director of Student Financial Services – CC	36
Director of Student Services	38
Director of Technology Services	35
Director of TRIO Pre-College Programs	32
Director of Workforce Training and Development	35
District Director of Public Affairs	39
District Research & Planning Director	34
District Title IX/Civil Rights Compliance Coordinator	30
Events/Facilities and Duplicating Manager	29
Fire Station Manager – CC	21
Fiscal Services Supervisor – CC	21
Grants Compliance Officer – YCCD	23
Human Resources Operations Manager	32
Human Resources Support Services Manager	32
Library and Learning Center Manager	28
Payroll Manager	32
Registrar	32
Senior Accountant	26
Senior Director of Human Resources	46
Senior Director of Information Technology	46
Transportation Services Manager	29

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**Confidential Placements:**

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Executive Assistant	24
Executive Assistant, Office of the Chancellor	28
Executive Secretary	20
Executive Secretary, Office of the Chancellor	24

Management Salary Schedule  
Board Approved September 9, 2021

**YOSEMITE COMMUNITY COLLEGE DISTRICT**  
**MANAGEMENT SALARY SCHEDULE**  
2021-2022 2.5%  
Effective July 1, 2021

Range	Step A	Step B	Step C	Step D	Step E	Step F
1	2814	2949	3103	3252	3425	3579
With Doctorate	3033	3168	3322	3471	3644	3798
2	2900	3040	3198	3355	3525	3685
With Doctorate	3119	3259	3417	3574	3744	3904
3	2981	3139	3295	3459	3633	3799
With Doctorate	3200	3358	3514	3678	3852	4018
4	3082	3231	3395	3565	3746	3917
With Doctorate	3301	3450	3614	3784	3965	4136
5	3168	3330	3493	3668	3852	4026
With Doctorate	3387	3549	3712	3887	4071	4245
6	3261	3433	3603	3785	3969	4149
With Doctorate	3480	3652	3822	4004	4188	4368
7	3363	3532	3712	3899	4097	4283
With Doctorate	3582	3751	3931	4118	4316	4502
8	3469	3640	3828	4008	4209	4399
With Doctorate	3688	3859	4047	4227	4428	4618
9	3570	3748	3932	4128	4339	4537
With Doctorate	3789	3967	4151	4347	4558	4756
10	3680	3864	4055	4258	4475	4677
With Doctorate	3899	4083	4274	4477	4694	4896
11	3785	3969	4177	4385	4599	4807
With Doctorate	4004	4188	4396	4604	4818	5026
12	3899	4097	4300	4510	4740	4955
With Doctorate	4118	4316	4519	4729	4959	5174
13	4022	4219	4429	4650	4878	5099
With Doctorate	4241	4438	4648	4869	5097	5318
14	4136	4342	4556	4787	5027	5253
With Doctorate	4355	4561	4775	5006	5246	5472
15	4258	4475	4700	4930	5183	5416
With Doctorate	4477	4694	4919	5149	5402	5635
16	4387	4607	4837	5077	5332	5573
With Doctorate	4606	4826	5056	5296	5551	5792
17	4513	4744	4986	5230	5498	5747
With Doctorate	4732	4963	5205	5449	5717	5966
18	4657	4889	5134	5385	5664	5920
With Doctorate	4876	5108	5353	5604	5883	6139
19	4790	5034	5279	5546	5826	6090
With Doctorate	5009	5253	5498	5765	6045	6309
20	4932	5194	5450	5720	5998	6271
With Doctorate	5151	5413	5669	5939	6217	6490
21	5091	5345	5609	5896	6188	6470
With Doctorate	5310	5564	5828	6115	6407	6689
22	5247	5505	5784	6069	6368	6656
With Doctorate	5466	5724	6003	6288	6587	6875
23	5403	5667	5958	6247	6562	6858
With Doctorate	5622	5886	6177	6466	6781	7077
24	5560	5839	6131	6434	6758	7064
With Doctorate	5779	6058	6350	6653	6977	7283
25	5734	6019	6318	6635	6967	7283
With Doctorate	5953	6238	6537	6854	7186	7502
26	5909	6201	6513	6833	7178	7505
With Doctorate	6128	6420	6732	7052	7397	7724

Range	Step A	Step B	Step C	Step D	Step E	Step F
27	6077	6373	6696	7032	7390	7725
With Doctorate	6296	6592	6915	7251	7609	7944
28	6270	6569	6905	7249	7610	7954
With Doctorate	6489	6788	7124	7468	7829	8173
29	6448	6763	7105	7461	7836	8192
With Doctorate	6667	6982	7324	7680	8055	8411
30	6642	6971	7321	7689	8070	8437
With Doctorate	6861	7190	7540	7908	8289	8656
31	6836	7183	7540	7917	8315	8692
With Doctorate	7055	7402	7759	8136	8534	8911
32	7052	7402	7773	8161	8571	8960
With Doctorate	7271	7621	7992	8380	8790	9179
33	7260	7629	8010	8405	8827	9227
With Doctorate	7479	7848	8229	8624	9046	9446
34	7479	7849	8242	8660	9094	9507
With Doctorate	7698	8068	8461	8879	9313	9726
35	7697	8094	8494	8918	9363	9788
With Doctorate	7916	8313	8713	9137	9582	10007
36	7931	8333	8752	9182	9639	10076
With Doctorate	8150	8552	8971	9401	9858	10295
37	8167	8578	9005	9455	9935	10385
With Doctorate	8386	8797	9224	9674	10154	10604
38	8414	8839	9278	9747	10228	10691
With Doctorate	8633	9058	9497	9966	10447	10910
39	8669	9108	9559	10036	10542	11018
With Doctorate	8888	9327	9778	10255	10761	11237
40	8935	9381	9845	10334	10856	11351
With Doctorate	9154	9600	10064	10553	11075	11570
41	9201	9663	10134	10651	11179	11684
With Doctorate	9420	9882	10353	10870	11398	11903
42	9478	9950	10450	10972	11522	12045
With Doctorate	9697	10169	10669	11191	11741	12264
43	9762	10248	10758	11297	11868	12406
With Doctorate	9981	10467	10977	11516	12087	12625
44	10055	10555	11080	11639	12217	12772
With Doctorate	10274	10774	11299	11858	12436	12991
45	10361	10877	11413	11985	12596	13166
With Doctorate	10580	11096	11632	12204	12815	13385
46	10659	11196	11756	12342	12964	13554
With Doctorate	10878	11415	11975	12561	13183	13773
47	10992	11531	12109	12715	13360	13965
With Doctorate	11211	11750	12328	12934	13579	14184
48	11310	11878	12472	13096	13747	14369
With Doctorate	11529	12097	12691	13315	13966	14588
49	11651	12237	12846	13499	14170	14812
With Doctorate	11870	12456	13065	13718	14389	15031
50	12007	12605	13232	13897	14590	15250
With Doctorate	12226	12824	13451	14116	14809	15469

1. New appointees with no previous out-of-district management experience will be placed at Step A.
2. New appointees with out-of-district management experience will receive year-for-year credit for prior management service to a maximum of Step C. Exceptions require Chancellor pre-approval.
3. Promotional appointments within the District will be credited on a year-for-year basis without limit.
4. Bargaining unit members (CSEA and YFA) promoting to management will receive credit for prior non-management experience with the District on a ratio of one column for each 3 years to a maximum placement at Step C and will be placed at a step which results in no less than a 5% salary increase not to exceed Step F.

Board Approved September 9, 2021

# APPENDIX D: Employment Agreement Samples



**YOSEMITE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES  
MANAGEMENT EMPLOYMENT AGREEMENT  
EDUCATIONAL ADMINISTRATOR**

This Agreement (“Agreement”) is entered into by and between the Yosemite Community College District, acting by and through the Board of Trustees, hereinafter referred to as “Board,” and «Employee» hereinafter referred to as “Administrator.”

**1. POSITION**

The Board employs the Administrator as «Title», an academic position.

**2. TERM**

The term of this Agreement shall be July 1, 2019 to June 30, 2021.

**3. DUTIES AND RESPONSIBILITIES**

The duties and responsibilities of the Administrator are specified in the job announcement. With appropriate notification, the duties may be modified and/or the Administrator may be reassigned to another position.

**4. SALARY**

The salary beginning July 1, 2019 is \$«Salary» per year. Any change in salary during the term of this Agreement shall not create a new agreement or extend the term of employment for any period beyond the term of this Agreement.

**5. BENEFITS**

The District shall provide the Administrator with health benefits and all fringe benefits, vacations, leaves and holidays as specified in current Board Policy or as subsequently modified by the Board.

**6. EVALUATION**

The Administrator will be evaluated pursuant to current Board policies and procedures. This evaluation shall not be considered a precondition to a decision to modify the duties of or reassign the Administrator in accordance with Paragraph 2 of this Agreement, nor shall it be considered a precondition to a decision to not renew this Agreement in accordance with Paragraph 8 of this Agreement.

**7. TERMINATION**

7.1 The Agreement expires at the end of the term specified in Paragraph 2 above. Any notice to the Administrator that the Agreement will not be renewed shall be provided no later than March 15. Failure to provide such notice will result in the Agreement continuing for one year with all other conditions and terms remaining unchanged.

7.2 The Agreement is automatically terminated upon the death, retirement or voluntary resignation of the Administrator.

7.3 For an Administrator without faculty tenure, the Agreement may be terminated by the Board for cause at any time in accordance with applicable law and District Policy relating to termination of educational administrators. The Board will serve written notice to the Administrator of the grounds for termination at least thirty (30) days prior to the effective date of the termination. The Administrator may appear before the Board prior to the effective date of termination to respond to the notice. However, the Board's decision shall be binding and final. If the Administrator is terminated for cause during the term of the Agreement, he/she is not entitled to, and shall not receive, salary due on the remainder of the contract term.

7.4 For an Administrator with faculty tenure, the Agreement may be terminated by the Board for cause at any time in accordance with applicable law relating to termination of tenured educational administrators.

7.5 Notwithstanding any other provision of law or of this Agreement, the Board may, unilaterally and without cause or a hearing, terminate this Agreement upon giving of thirty (30) days prior written notice. In consideration for exercise of this right, the District shall pay to Administrator a lump sum equal to the Administrator's salary for the remainder of the unexpired term of this contract or eighteen (18) months, whichever is less, at the salary rate in effect during the Administrator's last month of service. Administrator's acceptance of this severance pay shall be Administrator's sole remedy for such termination, and Administrator shall not be entitled to any other compensation or the continuance of any other benefits except as required by law. This provision is intended to comply with Government Code sections 53260 and 53261, as amended, and in no event shall Administrator be entitled to severance benefits greater than provided for therein. In addition, if Administrator were convicted of a crime involving an abuse of his or her office or position, Administrator would be required to fully reimburse District for any severance benefits provided or any other cash settlement related to his or her termination, in accordance with Government Code section 53243.2. In exchange for the severance benefits to be provided pursuant to this section, Administrator will be required to sign a release and waiver of all claims arising out of his or employment with and separation from District. If the Administrator assumes a faculty position, the Administrator shall be paid the difference, if any, between the salary due under this Agreement and the salary for the faculty position.

## 8. GENERAL TERMS

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District. Such laws, rules, regulations, policies and procedures, are hereby made a part of the terms and conditions of this Agreement, except in the case of any conflict, the terms of this Agreement shall prevail.

## 9. **GOVERNMENT CODE SECTIONS 53243 – 53244 PROVISIONS:**

a) In the event that the District provides paid leave to Administrator pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, Employee shall fully reimburse the District for any salary provided for that purpose.

ii) In the event that the District provides for the legal criminal defense of Administrator pending an investigation of a crime involving abuse of his office or position covered by

Government Code section 53243.4 and should that investigation lead to a conviction, Administrator shall fully reimburse the District for any funds provided for that purpose.

iii) In the event the District provides a cash settlement related to the termination of Administrator as defined in this contract and Administrator is subsequently convicted of a crime involving abuse of his office or position covered by Government code section 53243.4, Administrator shall fully reimburse the District for any funds provided for that purpose.

iv) For purposes of this section 8.6, “abuse of office or position” means as defined in Government Code section 53243.4, as may be amended.

v) If Administrator is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties, Administrator shall forfeit any contract right or other common law constitutional or statutory claim against the District to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which he or she may be entitled under any public retirement system in which he is a member. The forfeiture provided herein shall be in addition to, and independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. Employee shall notify the District of any conviction within sixty (60) days of the felony conviction.

10. **SAVINGS**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall continue in effect.

11. **APPLICABLE LAW: ENTIRE AGREEMENT**

This Agreement shall be governed by the laws of the State of California. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement.

IN WITNESS THEROF, the parties hereto have caused this Agreement to be executed on the dates and by the individuals and officers indicated below.

By: \_\_\_\_\_  
Vice Chancellor, Fiscal Services

By: \_\_\_\_\_  
«Employee», Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**YOSEMITE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES  
MANAGEMENT EMPLOYMENT AGREEMENT  
CLASSIFIED ADMINISTRATOR**

This Agreement (“Agreement”) is entered into by and between the Yosemite Community College District, acting by and through the Board of Trustees, hereinafter referred to as “Board,” and «Employee», hereinafter referred to as “Administrator.”

**1. POSITION**

The Board employs the Administrator as «Title», a classified position.

**2. TERM**

The term of this Agreement shall be July 1, 2019 to June 30, 2020.

**3. DUTIES AND RESPONSIBILITIES**

The duties and responsibilities of the Administrator are specified in the job announcement. With appropriate notification, the duties may be modified and/or the Administrator may be reassigned to another position.

**4. SALARY**

The salary beginning July 1, 2019 is \$«Salary» per year. Any change in salary during the term of this Agreement shall not create a new agreement or extend the term of employment for any period beyond the term of this Agreement.

**5. BENEFITS**

The District shall provide the Administrator with health benefits and all fringe benefits, vacations, leaves and holidays as specified in current Board Policy or as subsequently modified by the Board.

**6. SENIORITY**

As a member of the classified service, the Administrator shall accrue seniority only in accordance with California Education Code section 88127.

**7. EVALUATION**

The Administrator will be evaluated pursuant to current Board policies and procedures. This evaluation shall not be considered a precondition to a decision to modify the duties of or reassign the Administrator in accordance with Paragraph 2 of this Agreement, nor shall it be considered a precondition to a decision to not renew this Agreement in accordance with Paragraph 8 of this Agreement.

**8. EXPIRATION OF TERM AND TERMINATION**

8.1 The Agreement expires at the end of the term specified in Paragraph 2 above. Any notice to the Administrator that the Agreement will not be renewed shall be provided no later than March 15. Failure to provide such notice will result in the Agreement continuing for one year with all other conditions and terms remaining unchanged.

8.2 The Agreement is automatically terminated upon the death, retirement or voluntary resignation of the Administrator.

8.3 The Agreement may be terminated by the Board for cause at any time in accordance with applicable law and District Policy relating to termination of classified community college administrators. Notice to the Administrator of the grounds for termination shall be provided at least thirty (30) days prior to the effective date of the termination. The Administrator may appear before the Board prior to the effective date of termination to respond to the notice. However, the Board's decision shall be binding and final. If the Administrator is terminated for cause during the term of the Agreement, he/she is not entitled to, and shall not receive, salary due on the remainder of the contract term.

8.4 Notwithstanding any other provision of law or of this Agreement, the Board may, unilaterally and without cause or a hearing, terminate this Agreement upon giving of thirty (30) days prior written notice. In consideration for exercise of this right, the District shall pay to Administrator a lump sum equal to the Administrator's salary for the remainder of the unexpired term of this contract at the salary rate in effect during the Administrator's last month of service. Administrator's acceptance of this severance pay shall be Administrator's sole remedy for such termination, and Administrator shall not be entitled to any other compensation or the continuance of any other benefits except as required by law. This provision is intended to comply with Government Code sections 53260 and 53261, as amended, and in no event shall Administrator be entitled to severance benefits greater than provided for therein. In addition, if Administrator were convicted of a crime involving an abuse of his or her office or position, Administrator would be required to fully reimburse District for any severance benefits provided or any other cash settlement related to his or her termination, in accordance with Government Code section 53243.2. In exchange for the severance benefits to be provided pursuant to this section, Administrator will be required to sign a release and waiver of all claims arising out of his or employment with and separation from District.

## 9. **GENERAL TERMS**

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District. Such laws, rules, regulations, policies and procedures, are hereby made a part of the terms and conditions of this Agreement, except in the case of any conflict, the terms of this Agreement shall prevail.

## 10. **GOVERNMENT CODE SECTIONS 53243 – 53244 PROVISIONS:**

a) In the event that the District provides paid leave to Administrator pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, Employee shall fully reimburse the District for any salary provided for that purpose.

ii) In the event that the District provides for the legal criminal defense of Administrator pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4 and should that investigation lead to a conviction, Administrator shall fully reimburse the District for any funds provided for that purpose.

iii) In the event the District provides a cash settlement related to the termination of Administrator as defined in this contract and Administrator is subsequently convicted of a crime involving abuse of his office or position covered by Government code section 53243.4, Administrator shall fully reimburse the District for any funds provided for that purpose.

iv) For purposes of this section 8.6, “abuse of office or position” means as defined in Government Code section 53243.4, as may be amended.

v) If Administrator is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties, Administrator shall forfeit any contract right or other common law constitutional or statutory claim against the District to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which he or she may be entitled under any public retirement system in which he is a member. The forfeiture provided herein shall be in addition to, and independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. Employee shall notify the District of any conviction within sixty (60) days of the felony conviction.

**11. SAVINGS**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall continue in effect.

**12. APPLICABLE LAW: ENTIRE AGREEMENT**

This Agreement shall be governed by the laws of the State of California. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement.

IN WITNESS THEROF, the parties hereto have caused this Agreement to be executed on the dates and by the individuals and officers indicated below.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Vice Chancellor, Fiscal Services «Employee», Administrator

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

# **APPENDIX E: District-Initiated Classification Review Process**

**The five-year review cycle will be as follows - listed in order of Range #  
(The projection for a 5-year cycle is subject to change):**

<b>Year 1</b>
Fire Station Manager - CC - R21
Fiscal Services Supervisor - CC - R21
Accountant/Budget Analyst - R23
Accounts Payable Manager - R23
Grants Compliance Officer – YCCD - R23
Agricultural Operations Manager - MJC - R24
Child Care Center Manager - R26
Senior Accountant - R26
Campus Life and Student Learning Manager - R28
Campus Safety Manager - R29
Events/Facilities and Duplicating Manager - R29
District Title IX/Civil Rights Compliance Coord - R30
Campus Facilities Manager I – R31
Auxiliary Services Manager -R32
Human Resources Operations Manager - R32
Human Resources Support Services Manager - R32
Payroll Manager - R32
Campus Facilities & Transportation Manager – R33
Business & Accounts Manager - R34
<b>Year 2</b>
Assistant Director - CDTC - R28
Director of Great Valley Museum – MJC - R28
Director of Marketing and Public Relations - R32
Director of Pre-College Programs - R32
Career Services Director - R34
Director of CCC Registry - R34
Director of College Research/Instit Effect – R34
Director of Research & Planning - CC - R34
District Research & Planning Director - R34
Asst Director/Campus Operations Manager - R35
Director of Enterprise Services - R35
Director of Enterprise Services - Applications - R35
Director of Media Services - R35
Director of Regional Fire Training Center - R35
Director of Technology Services - R35
<b>Year 3</b>
Director of Accounting, Grants & Compliance– MJC - R36
Director of Admissions, Records - MJC – R36
Director of Admissions, Records & Veterans Benefits - CC – R36
Director of Child Development Training Consortium – MJC - R36



Director of External Initiatives - R36
Director of Library and Learning Center - R36
Director of Risk Management, Purchasing and Receiving - R36
Director of Student Access, Retention & Support Services (SSSP) - R36
Director of Student Financial Services - R36
Director of Center of Excellence – MJC - R38
Director of Development – CC - R38
Director of Health Services - R38
Director of Nursing – R38
Director of Student Services - R38
District Director of Public Affairs - R39
<b>Year 4</b>
Associate Dean of Special Funded Programs - R41
Associate Dean of Student Services - R41
Director of Athletics- R45
Director of District Public Safety – R42
Executive Director of the MJC Foundation - R45
Dean of Agriculture, Environmental Sciences and Tech Ed –MJC - R45
Dean of Allied Health, Family & Consumer Sciences - MJC - R45
Dean – School of Arts, Performance & Humanities – MJC - R45
Dean of Arts, Science and Human Performance - CC - R45
Dean of Business, Behavioral & Social Sciences–MJC - R45
Dean of Career and Technical Education - R45
Dean of Counseling - R45
Dean of Enrollment Services – R45
Dean of Instruction and Student Learning - MJC - R45
Dean of Literature & Language Arts and Library & Information Technology - R45
Dean of Planning, Research, Innovation and Institutional Effectiveness - R45
Dean of Physical Recreation & Health Ed – MJC - R45
Dean of Sciences, Math & Engineering – MJC - R45
Dean of Special Programs - R45
Dean of Student Services - R45
Dean of Workforce Development and Lifelong Learning - R45
Senior Director of Facilities Planning, Maintenance and Transportation – YCCD - R46
Senior Director of Human Resources - R46
Senior Director of Information Technology - R46
<b>Year 5</b>
Executive Assistant - R24
Executive Assistant, Office of the Chancellor - R28
Executive Secretary - R20
Executive Secretary, Office of the Chancellor - R24
Senior Human Resources Analyst – R26

