



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.

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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>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.</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 Item Numbers 2. and 3. above) authorized to work until (exp. date, if any)									
If you check Item Number 4. , 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>Additional Information</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>Certification: 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"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 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"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (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. 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 	OR	<ol style="list-style-type: none"> 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 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 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 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 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security <p style="margin-left: 20px;">For examples, see Section 7 and Section 13 of the M-274 on uscis.gov/i-9-central.</p> <p style="margin-left: 20px;">The Form I-766, Employment Authorization Document, is a List A, Item Number 4, document, not a List C document.</p>
<p>Acceptable Receipts</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"> • Receipt for a replacement of a lost, stolen, or damaged List A document. • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. • Form I-94 with "RE" notation or refugee stamp issued to a refugee. 	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 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 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.
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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.
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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.
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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.

2024

Step 1: Enter Personal Information	(a) First name and middle initial	Last name	(b) Social security number
	Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
	City or town, state, and ZIP code		
	(c) <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.)		

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.

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 for 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.)

Step 3: Claim Dependent and Other Credits	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		3 \$ _____
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). 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		4(a) \$ _____
	(b) Deductions. 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		4(b) \$ _____
	(c) Extra withholding. Enter any additional tax you want withheld each pay period		4(c) \$ _____

Step 5: Sign Here

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

Employee's signature (This form is not valid unless you sign it.)

Date

Employers Only	Employer's name and address	First date of employment	Employer identification number (EIN)

General Instructions

Section references are to the Internal Revenue Code.

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.

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 2024 if you meet both of the following conditions: you had no federal income tax liability in 2023 **and** you expect to have no federal income tax liability in 2024. You had no federal income tax liability in 2023 if (1) your total tax on line 24 on your 2023 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 2024 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 15, 2025.

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 if you:

1. Expect to work only part of the year;
2. Receive dividends, capital gains, social security, bonuses, or business income, or are subject to the Additional Medicare Tax or Net Investment Income Tax; or
3. Prefer the most accurate withholding for multiple job situations.

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 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.

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 2024 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
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
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
c Add the amounts from lines 2a and 2b and enter the result on line 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.
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)

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



- 1 Enter an estimate of your 2024 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
2 Enter: { \$29,200 if you're married filing jointly or a qualifying surviving spouse; \$21,900 if you're head of household; \$14,600 if you're single or married filing separately }
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-"
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
5 Add lines 3 and 4. Enter the result here and in Step 4(b) of Form W-4

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	\$780	\$850	\$940	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,370
\$10,000 - 19,999	0	780	1,780	1,940	2,140	2,220	2,220	2,220	2,220	2,220	2,570	3,570
\$20,000 - 29,999	780	1,780	2,870	3,140	3,340	3,420	3,420	3,420	3,420	3,770	4,770	5,770
\$30,000 - 39,999	850	1,940	3,140	3,410	3,610	3,690	3,690	3,690	4,040	5,040	6,040	7,040
\$40,000 - 49,999	940	2,140	3,340	3,610	3,810	3,890	3,890	4,240	5,240	6,240	7,240	8,240
\$50,000 - 59,999	1,020	2,220	3,420	3,690	3,890	3,970	4,320	5,320	6,320	7,320	8,320	9,320
\$60,000 - 69,999	1,020	2,220	3,420	3,690	3,890	4,320	5,320	6,320	7,320	8,320	9,320	10,320
\$70,000 - 79,999	1,020	2,220	3,420	3,690	4,240	5,320	6,320	7,320	8,320	9,320	10,320	11,320
\$80,000 - 99,999	1,020	2,220	3,620	4,890	6,090	7,170	8,170	9,170	10,170	11,170	12,170	13,170
\$100,000 - 149,999	1,870	4,070	6,270	7,540	8,740	9,820	10,820	11,820	12,830	14,030	15,230	16,430
\$150,000 - 239,999	1,960	4,360	6,760	8,230	9,630	10,910	12,110	13,310	14,510	15,710	16,910	18,110
\$240,000 - 259,999	2,040	4,440	6,840	8,310	9,710	10,990	12,190	13,390	14,590	15,790	16,990	18,190
\$260,000 - 279,999	2,040	4,440	6,840	8,310	9,710	10,990	12,190	13,390	14,590	15,790	16,990	18,190
\$280,000 - 299,999	2,040	4,440	6,840	8,310	9,710	10,990	12,190	13,390	14,590	15,790	16,990	18,380
\$300,000 - 319,999	2,040	4,440	6,840	8,310	9,710	10,990	12,190	13,390	14,590	15,980	17,980	19,980
\$320,000 - 364,999	2,040	4,440	6,840	8,310	9,710	11,280	13,280	15,280	17,280	19,280	21,280	23,280
\$365,000 - 524,999	2,720	6,010	9,510	12,080	14,580	16,950	19,250	21,550	23,850	26,150	28,450	30,750
\$525,000 and over	3,140	6,840	10,540	13,310	16,010	18,590	21,090	23,590	26,090	28,590	31,090	33,590

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	\$240	\$870	\$1,020	\$1,020	\$1,020	\$1,540	\$1,870	\$1,870	\$1,870	\$1,870	\$1,910	\$2,040
\$10,000 - 19,999	870	1,680	1,830	1,830	2,350	3,350	3,680	3,680	3,680	3,720	3,920	4,050
\$20,000 - 29,999	1,020	1,830	1,980	2,510	3,510	4,510	4,830	4,830	4,870	5,070	5,270	5,400
\$30,000 - 39,999	1,020	1,830	2,510	3,510	4,510	5,510	5,830	5,870	6,070	6,270	6,470	6,600
\$40,000 - 59,999	1,390	3,200	4,360	5,360	6,360	7,370	7,890	8,090	8,290	8,490	8,690	8,820
\$60,000 - 79,999	1,870	3,680	4,830	5,840	7,040	8,240	8,770	8,970	9,170	9,370	9,570	9,700
\$80,000 - 99,999	1,870	3,690	5,040	6,240	7,440	8,640	9,170	9,370	9,570	9,770	9,970	10,810
\$100,000 - 124,999	2,040	4,050	5,400	6,600	7,800	9,000	9,530	9,730	10,180	11,180	12,180	13,120
\$125,000 - 149,999	2,040	4,050	5,400	6,600	7,800	9,000	10,180	11,180	12,180	13,180	14,180	15,310
\$150,000 - 174,999	2,040	4,050	5,400	6,860	8,860	10,860	12,180	13,180	14,230	15,530	16,830	18,060
\$175,000 - 199,999	2,040	4,710	6,860	8,860	10,860	12,860	14,380	15,680	16,980	18,280	19,580	20,810
\$200,000 - 249,999	2,720	5,610	8,060	10,360	12,660	14,960	16,590	17,890	19,190	20,490	21,790	23,020
\$250,000 - 399,999	2,970	6,080	8,540	10,840	13,140	15,440	17,060	18,360	19,660	20,960	22,260	23,500
\$400,000 - 449,999	2,970	6,080	8,540	10,840	13,140	15,440	17,060	18,360	19,660	20,960	22,260	23,500
\$450,000 and over	3,140	6,450	9,110	11,610	14,110	16,610	18,430	19,930	21,430	22,930	24,430	25,870

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	\$510	\$850	\$1,020	\$1,020	\$1,020	\$1,020	\$1,220	\$1,870	\$1,870	\$1,870	\$1,960
\$10,000 - 19,999	510	1,510	2,020	2,220	2,220	2,220	2,420	3,420	4,070	4,070	4,160	4,360
\$20,000 - 29,999	850	2,020	2,560	2,760	2,760	2,960	3,960	4,960	5,610	5,700	5,900	6,100
\$30,000 - 39,999	1,020	2,220	2,760	2,960	3,160	4,160	5,160	6,160	6,900	7,100	7,300	7,500
\$40,000 - 59,999	1,020	2,220	2,810	4,010	5,010	6,010	7,070	8,270	9,120	9,320	9,520	9,720
\$60,000 - 79,999	1,070	3,270	4,810	6,010	7,070	8,270	9,470	10,670	11,520	11,720	11,920	12,120
\$80,000 - 99,999	1,870	4,070	5,670	7,070	8,270	9,470	10,670	11,870	12,720	12,920	13,120	13,450
\$100,000 - 124,999	2,020	4,420	6,160	7,560	8,760	9,960	11,160	12,360	13,210	13,880	14,880	15,880
\$125,000 - 149,999	2,040	4,440	6,180	7,580	8,780	9,980	11,250	13,250	14,900	15,900	16,900	17,900
\$150,000 - 174,999	2,040	4,440	6,180	7,580	9,250	11,250	13,250	15,250	16,900	18,030	19,330	20,630
\$175,000 - 199,999	2,040	4,510	7,050	9,250	11,250	13,250	15,250	17,530	19,480	20,780	22,080	23,380
\$200,000 - 249,999	2,720	5,920	8,620	11,120	13,420	15,720	18,020	20,320	22,270	23,570	24,870	26,170
\$250,000 - 449,999	2,970	6,470	9,310	11,810	14,110	16,410	18,710	21,010	22,960	24,260	25,560	26,860
\$450,000 and over	3,140	6,840	9,880	12,580	15,080	17,580	20,080	22,580	24,730	26,230	27,730	29,230



Employee's Withholding Allowance Certificate

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

Enter Personal Information	
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

1. Use Worksheet A for Regular Withholding allowances. Use other worksheets on the following pages as applicable.
 - 1a. Number of Regular Withholding Allowances (**Worksheet A**)
 - 1b. Number of allowances from the Estimated Deductions (**Worksheet B**, if applicable.)
 - 1c. Total Number of Allowances you are claiming
 2. Additional amount, if any, you want withheld each pay period (if employer agrees), (**Worksheet C**)
- OR

Exemption from Withholding

3. I claim exemption from withholding for 2024, and I certify I meet both of the conditions for exemption. (Check box here)
OR
4. 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 _____

Employer's Section: Employer's Name and Address Yosemite Community College District PO Box 4065 Modesto, CA 95352	California Employer Payroll Tax Account Number <div style="text-align: center; font-size: 1.2em;">80292691</div>
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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:

1. You did not owe any federal/state income tax last year, and
 2. 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

- (i) Your spouse is a member of the armed forces present in California in compliance with military orders;
- (ii) You are present in California solely to be with your spouse; and
- (iii) 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)* (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 (edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm). To assist you in calculating your tax liability, please visit the Franchise Tax Board (FTB) (ftb.ca.gov).

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

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) (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 (leginfo.ca.gov/faces/codes.xhtml) and section 19176 of the Revenue and Taxation Code (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 stop here .	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

Section 1

Member Information

Please include your first name, middle initial and last name.

Member's Full Name	Social Security Number or CalPERS ID
Telephone Number	Birth Date

Section 2

Beneficiary Designation

Provide on the form the full name of your beneficiaries, relationship, Social Security number or CalPERS ID and the complete address.

I understand that if I am married or in a registered domestic partnership but do not name my spouse or registered domestic partner as beneficiary, she/he may still be entitled to a community property share of my "Lump Sum Contributions" or a share of any monthly allowance that may be payable. My "Non-Spouse" or "Non-Registered Domestic Partner" designated beneficiaries will receive the portion of my lump sum benefits, which are not payable to my spouse or registered domestic partner as his/her community property share. I further understand that if my death is determined to be "Industrial," special death benefits will be paid in the manner prescribed by law. If no percentage (%) is given, the applicable benefits will be paid **share and share alike**.

Primary Beneficiaries

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

Name of Primary Beneficiary	Birth Date
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If the form does not provide enough space, you may attach additional sheets provided you indicate whether you are designating "primary" or "secondary" beneficiaries. You must sign, date and write your Social Security number or CalPERS ID at the top of each additional sheet.

Relationship to the Member	Percentage of the Benefit	Social Security Number or CalPERS ID
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Address (Number, Street, City, State and Zip Code)

Name of Primary Beneficiary	Birth Date
-----------------------------	------------

Relationship to the Member	Percentage of the Benefit	Social Security Number or CalPERS ID
----------------------------	---------------------------	--------------------------------------

Address (Number, Street, City, State and Zip Code)

Name of Primary Beneficiary	Birth Date
-----------------------------	------------

Relationship to the Member	Percentage of the Benefit	Social Security Number or CalPERS ID
----------------------------	---------------------------	--------------------------------------

Address (Number, Street, City, State and Zip Code)

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

Member's Name

Social Security Number or CalPERS ID

Section 2

Beneficiary Designation - Continued

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

In the event that I survive the person(s) named above, I hereby designate the following person(s) who survive me, as BENEFICIARIES. If no percentage (%) is given, benefits will be paid **share and share alike**.

Secondary Beneficiaries

If the form does not provide enough space, you may attach additional sheets provided you indicate whether you are designating "primary" or "secondary" beneficiaries. You must sign, date and write your Social Security number or CalPERS ID at the top of each additional sheet.

Name of Secondary Beneficiary

Birth Date

Relationship to the Member

Percentage of the Benefit

Social Security Number or CalPERS ID

Address (Number, Street, City, State and Zip Code)

Name of Secondary Beneficiary

Birth Date

Relationship to the Member

Percentage of the Benefit

Social Security Number or CalPERS ID

Address (Number, Street, City, State and Zip Code)

Should I survive all of the persons named above, I understand that the benefits payable on account of my death will be paid to my statutory beneficiaries, or to such other beneficiary or beneficiaries that I may hereafter designate in writing to the Board of Administration, all in accordance with the applicable provisions of law.

Section 3

Required Signature(s)

Provide the date you signed the form and your current mailing address.

Member's Acknowledgement:

By this Beneficiary Designation, I hereby revoke any previous designation I have filed. I understand that my marriage or registered domestic partnership, dissolution or annulment of my marriage or registered domestic partnership, or the birth or adoption of a child or termination of membership subsequent to the date I file this form with CalPERS, will automatically void this designation. However, a designation filed after the initiation of a dissolution/annulment of marriage or registered domestic partnership is not revoked when the dissolution/annulment is finalized.

Are you legally married or have a registered domestic partner? Yes No

If yes, your spouse or registered domestic partner must sign this form. If no, please indicate:

Never Married/Never in Registered Domestic Partnership Divorced/Annulled Widowed

If you are married or in a registered domestic partnership and your spouse or registered domestic partner **does not** sign this form, you must complete and submit the

IMPORTANT - You must complete the Justification for Absence of Spouse's or Registered Domestic Partner's Signature (my|CalPERS 0775) if you are married or have a registered domestic partnership but your spouse or registered domestic partner is unable to sign below.

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

Member's Signature

Date (mm/dd/yyyy)

(my|CalPERS 0775) form with your designation form.

Member's Address

City

State

Zip Code

Spouse's/Registered Domestic Partner's Acknowledgement:

By signing this beneficiary designation form, I acknowledge the information entered by my spouse/registered domestic partner.

Spouse's/Registered Domestic Partner's Signature

Date (mm/dd/yyyy)

Mail to:

CalPERS Benefit Services Division · P.O. Box 942711, Sacramento, CA 94229-2711

my|CalPERS 0772

Information

If you die before you retire, the Public Employees' Retirement Law provides for payment of specific Death Benefits to your surviving beneficiaries. Please order or download your Member Benefit Publication from our website 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 death benefit 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 to 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 death benefit 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 contributions.**

- D. You may designate or change your beneficiaries at any time by completing another 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 contributions or a share of any monthly 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. Marriage/Registration of domestic partnership; or
 2. Dissolution or annulment of your marriage/registered domestic partnership. However, a designation filed after the initiation of a dissolution/annulment of marriage or registered domestic partnership is **NOT** revoked when the dissolution/annulment is finalized; or
 3. Birth or adoption of a child; or
 4. Termination of membership that results in a refund of your contributions.

Information Practices Statement

The Information Practices Act of 1977 and the Federal Privacy Act require the California Public Employees' Retirement System to provide the following information to individuals who are asked to supply information. The information requested is collected pursuant to the Government Code Sections (20000, et seq.) and will be used for administration of the Board's duties under the Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Failure to supply all of the requested information may result in the System being unable to perform its functions regarding your status. Portions of this information may be transferred to: state and public agency employers, California State Attorney General, Office of the State Controller, California Technology Agency Public Safety & Communications Division, Franchise Tax Board, Internal Revenue Service, Workers' Compensation Appeals Board, State Compensation Insurance Fund, County District Attorneys, Social Security Administration, beneficiaries of deceased members, physicians, insurance carriers, and various vendors who prepare microfiche/microfilm for CalPERS. Disclosure to these parties is done in strict accordance with current statutes regarding confidentiality.

You have the right to review your membership files maintained by the California Public Employees' Retirement System. For questions concerning your rights under the Information Practices Act of 1977, please contact the Information Coordinator, CalPERS, P.O. Box 942702, Sacramento, CA 94229-2702.



California Public Employees' Retirement System
P.O. Box 942709 Sacramento, CA 94229-2709
888 CalPERS (or 888-225-7377)
TTY: (877) 249-7442 | Fax: (916) 795-4166
www.calpers.ca.gov

Employer Account Management Division

Dear Member,

The California Public Employees' Retirement System (CalPERS) requires all members hired after January 1, 2013 complete the ***Reciprocal Self-Certification Form (PERS-EAMD-801)*** to provide essential information that will be used by your employer to enroll you in CalPERS membership.

This form obtains information regarding your membership in other qualifying public retirement systems and *must be returned to your employer within 10 business days of receipt*. Use the instructions provided on the back of the form and reference the List of Qualifying Public Retirement Systems for assistance. Information regarding your membership in a defined benefit plan for any of the listed qualifying public retirement system must be provided. **However, information related to CalPERS membership should not be included when completing this form, as this data is already stored in the CalPERS system.**

It is your responsibility to ensure the accuracy and completeness of the information you provide. Inaccurate information may result in adjustments to your account which could lead to adverse impacts such as incurring financial obligations that you and your employer will be responsible to fulfill.

For more information regarding the ***Reciprocal Self-Certification Form***, please visit our website at www.calpers.ca.gov.

Please note: The completion of the ***Reciprocal Self-Certification Form*** does not establish [reciprocity](#), nor is it a request to establish reciprocity. To request that reciprocity be established, download the **When You Change Retirement Systems (PUB 16)** publication to obtain the **Confirmation of Intent to Establish Reciprocity When Changing Retirement Systems (PERS-CASD-255)** form. This publication is available at www.calpers.ca.gov.

Sincerely,

Membership Services

Enclosures: List of Qualifying Public Retirement Systems in California, ***Reciprocal Self-Certification Form***, and Directions for Completing Reciprocal Self-Certification Form

List of Qualifying Public Retirement Systems in California

Name of Public Retirement System	Qualifications:
Alameda County Employees' Retirement Association [^]	
City and County of San Francisco Employees' Retirement System*	
City of Concord Retirement System*	
City of Costa Mesa Public Retirement System*	Safety only
City of Fresno Retirement System	
City of Pasadena Fire and Police Retirement System	Fire and police only
City of San Clemente*	Non-safety (miscellaneous) only
Contra Costa County Employees' Retirement Association [^]	
Contra Costa Water District	
East Bay Municipal Utility District	
East Bay Regional Park District	Safety only
Fresno County Employees' Retirement Association [^]	
Imperial County Employees' Retirement Association [^]	
Judges Retirement System II	
Kern County Employees' Retirement System [^]	
Legislators' Retirement System	
Los Angeles City Employees' Retirement System	Non-safety (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 [^]	
Los Angeles County Metropolitan Transportation Authority	Non-contract Employees' Retirement Income Plan, formerly Southern California Rapid Transit District
Marin County Employees' Retirement Association [^]	
Mendocino County Employees' Retirement Association [^]	
Merced County Employees' Retirement Association [^]	
Oakland Municipal Employees' Retirement System (City of Oakland)	Non-safety (miscellaneous) only
Orange County Employees' Retirement System [^]	
Sacramento City Employees' Retirement System*	
Sacramento County Employees' Retirement System [^]	Defined benefit plan only; cash balance plans not eligible
San Bernardino County Retirement Association [^]	
San Diego City Employees' Retirement System	Defined benefit plan only; cash balance plans not eligible
San Diego County Employees' Retirement Association [^]	
San Joaquin County Employees' Retirement Association [^]	
San Jose Federated City Employees' Retirement System	
San Luis Obispo County Pension Trust	
San Mateo County Employees' Retirement Association [^]	
Santa Barbara County Employees' Retirement System [^]	
Sonoma County Employees' Retirement Association [^]	
Stanislaus County Employees' Retirement Association [^]	
State Teachers' Retirement System	Defined benefit plan only; cash balance plans not eligible
Tulare County Employees' Retirement Association [^]	
University of California Retirement Program	Defined benefit plan only; cash balance plans not eligible
Ventura County Employees' Retirement Association [^]	
*= ^{Also CalPERS-covered agency}	^{=1937 Act Counties}



Reciprocal Self-Certification Form

*Complete the following information and return this form to your personnel office **within 10 business days**. To ensure this form is completed correctly, please reference the enclosed List of Qualifying Public Retirement Systems and instructions.*

Section 1. Member Information	
Member Name:	(Last) (First) (Middle)
Date of Birth:	CalPERS ID:
Membership Status in Qualifying Public Retirement Systems: <input type="checkbox"/> I have not been a member of a qualifying public retirement system in California. (skip to section 3) <input type="checkbox"/> I have membership in a defined benefit plan under a qualifying public retirement system in California other than CalPERS. (complete section 2 with membership information for each qualifying public retirement system)	

Section 2. Qualifying Reciprocal Membership Information			
Name of Most Recent Public Retirement System:	Membership Date: / /	Separation Date*: / /	<input type="checkbox"/> Retired* or <input type="checkbox"/> Refunded* Date: / /
Name of Prior Public Retirement System:	Membership Date: / /	Separation Date*: / /	<input type="checkbox"/> Retired* or <input type="checkbox"/> Refunded* Date: / /
Name of Prior Public Retirement System:	Membership Date: / /	Separation Date*: / /	<input type="checkbox"/> Retired* or <input type="checkbox"/> Refunded* Date: / /

**Please provide dates, if applicable. Not all sections may be applicable for each Public Retirement System.*

Section 3. Sign and Certify	
I understand that by accepting employment in a qualified public retirement system, I am subject to the applicable laws and regulations of that system. I also understand that completing this form is not a request to establish reciprocity.	
I hereby certify that the foregoing information has been verified with the qualifying public 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 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.	
<i>Member Signature:</i>	<i>Date:</i>

Section 4. To Be Completed by Employer Only	
Name of CalPERS Agency:	
CalPERS Business Partner ID:	Member's Enrollment Eligibility Date:
Designee of Employer: (print name)	Designees' Title:
<i>Designee Signature:</i>	<i>Date:</i>
The employer must retain this form in the member's file for auditing purposes.	
<i>For more direction regarding how to process the Reciprocal Self-Certification Form, please refer to our employer reference guides.</i>	

Instructions for Completing the Reciprocal Self-Certification Form

<p>Section 1. Member Information</p>	<ul style="list-style-type: none"> • Complete the required fields with your name, date of birth, and CalPERS ID. • Check one of the appropriate boxes to indicate if you have had membership in a defined benefit plan in one of the qualifying public retirement systems named on the enclosed list. <ul style="list-style-type: none"> – If you have not been a member of any of the qualifying public retirement systems, mark the first box and skip to section 3. – If you have membership in a defined benefit plan of any of the qualifying public retirement systems on the enclosed list, mark the second box and continue to section 2. – This form is to obtain information regarding your membership in <u>other</u> qualifying public retirement systems; do not include CalPERS membership on this form.
<p>Section 2. Qualifying Reciprocal Membership Information</p>	<ul style="list-style-type: none"> • In the first column, titled “Name of Public Retirement System,” list the name of any qualifying public retirement systems you are a member of a defined benefit plan. <ul style="list-style-type: none"> – If you are a member of multiple qualifying public retirement systems, please provide the name of each system beginning with the most recent in descending order. – Please reference the enclosed List of Qualifying Public Retirement Systems in California. Only systems named on this list should be provided on the Reciprocal Self-Certification Form. • In the second column, titled “Membership Date,” list your membership date in the qualifying public retirement system. <ul style="list-style-type: none"> – You must provide a full date, including month, date, and year, which corresponds to each qualifying public retirement system listed. – If you are unsure of your membership date, please contact the qualifying public retirement system to confirm information prior to completing the form. • In the third column, titled “Separation Date,” list your separation date from the qualifying public retirement system. <ul style="list-style-type: none"> – This section may not be applicable for all qualifying public retirement systems. If you have not separated from the qualifying public retirement system, leave this field blank. – If you have separated from the qualifying public retirement system, you must provide a full date including month, date, and year. – If you are unsure of your separation date, please contact the qualifying public retirement system to confirm information prior to completing the form. • In the fourth column, titled “Retired or Refunded,” indicate if you have retired or refunded from the qualifying public retirement system. <ul style="list-style-type: none"> – This section may not be applicable for all qualifying public retirement systems. If you have not retired or refunded from the qualifying public retirement system, leave this field blank. – If you have retired or refunded from the qualifying public retirement system, mark the appropriate box and provide a full date including month, date, and year. – Retired: You have separated from the qualifying public retirement system and receive a monthly retirement allowance. – Refunded: You have terminated your membership in the qualifying public retirement system by withdrawing your contributions.
<p>Section 3. Sign and Certify</p>	<ul style="list-style-type: none"> • Please read the statement. Then, sign your name and date the document before returning it to your personnel office.

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**).

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 FORM:

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.

Mail completed forms to:

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

CalPERS
P.O. Box 942709 Sacramento, CA 94229-2709

CalSTRS also accepts the form by secure messaging via the Secure Employer Website.

Retirement System Election

ES 0372 REV 06/21

[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

A member of **CalSTRS** 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 *requires* 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).

I am a member of CalSTRS who has accepted employment to perform service that *requires* membership in a different public retirement system and am eligible to elect to continue retirement system coverage under CalSTRS.

I elect coverage in: (please choose one)

- CA State Teachers' Retirement System (CalSTRS)
- CA Public Employee's Retirement System (CalPERS) *
- A Different Public Retirement System identified here:

OR

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, 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.

I am a member of CalPERS 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.

I elect coverage in: (please choose one)

- CA State Teachers' Retirement System (CalSTRS)
- CA Public Employee's Retirement System (CalPERS) *



ES0372

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. 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

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 1st 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 10th of the month, unless the 10th falls on a closure day. Example: if the 10th of the month falls on a weekend, the Friday before that weekend is the payday. If the 10th of the month falls on a holiday or a Friday during summer session, payday will be the day before.

Pay Period

Runs from the 1st 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 10th of the month, unless the 10th falls on a closure day. Example: if the 10th of the month falls on a weekend, the Friday before that weekend is the payday. If the 10th of the month falls on a holiday or a Friday during summer session, payday will be the day before.

Pay Period

The 16th of the month through the 15th 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.

YOUR BENEFITS | YOUR FUTURE

What You Need to Know About Your CalPERS
School Benefits



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INTRODUCTION

Retirement can be one of the best stages of your life. It can also be complicated and at times stressful if you are not educated about your benefits and have not done the proper planning. Understanding the fundamentals of your CalPERS retirement benefits is a good first step toward a happy and fruitful retirement.

This publication describes retirement benefits and the retirement benefit formula for school members. To be eligible for the CalPERS School Member benefit retirement formula, you must be employed in a classified position within the jurisdiction of a school employer, except: 1) those who are local police; 2) those who are covered under the State Teachers' Retirement System (CalSTRS); 3) those who work directly for the Los Angeles or San Diego County Superintendent of Schools; 4) those employed under the jurisdiction of a Joint Powers Authority contract; 5) eligible certificated employees who elect to retain CalPERS membership (see sidebar).

Featured throughout this publication are photos of school employees from the Folsom Cordova Unified School District and San Juan Unified School District. Like them, you should understand the full spectrum of retirement and death benefits you and your beneficiary(ies) are entitled to receive from CalPERS. The purpose of this publication is to help you educate yourself about these benefits. It will provide you information on contributions, health benefits, and other programs you should consider before and after retirement. It will help you to choose the best retirement option for you and your beneficiary(ies).

You may obtain a copy of any publication or form referenced in this publication, by calling CalPERS at **888 CalPERS** (or **888-225-7377**) or by visiting CalPERS On-Line at www.calpers.ca.gov.

Certificated

School Employees

Some certificated school employees are CalPERS members. These are CalPERS members who became certificated employees, and subject to CalSTRS coverage, but they were eligible to retain CalPERS membership. Currently, those eligible to retain CalPERS coverage include: former classified school employees, former State Department of Education employees, former employees of the Board of Governors of the California Community Colleges, and all CalPERS members with at least five years of service credit. This irrevocable election must have been made within 60 days of appointment. For more information, contact your Personnel Office.

YOUR RETIREMENT BENEFITS

There are two types of retirement benefits:

- Service Retirement or “Normal” Retirement
- Disability Retirement

Service Retirement or “Normal” Retirement

To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service. There are some exceptions to the five-year requirement. If you are 50 or older, employed on a part-time basis, and have worked at least five years, contact CalPERS to find out if an exception will apply to you. There is no mandatory retirement age for school members.

If you are considering applying for a service retirement, you should obtain the CalPERS publication *A Guide to Completing Your CalPERS Service Retirement Election Application*.

Disability Retirement

This type of retirement applies to you if you become disabled and can no longer perform the duties of your job. Disability retirement has no minimum age requirement and your disability does not have to be job related. However, you must have a minimum of five years of CalPERS service credit. If you are employed on a part-time basis, and you have worked at least five years, contact CalPERS to find out if an exception will apply to you.

You may apply for a disability retirement if:

- You are working for a CalPERS-covered employer; or
- You are within four months of separation from a CalPERS-covered employer; or
- You separated at any time from your CalPERS-covered employer because of a disability and you have remained disabled since then; or
- You are on military or approved leave.

Once CalPERS receives a complete application package from you or someone else on your behalf (such as your employer), we will review your file to see if the information is current and complete. After verification for completeness, CalPERS can normally make a determination within three months.

If you are considering applying for disability retirement, you should obtain the CalPERS publication *A Guide to Completing Your CalPERS Disability Retirement Election Application*.

School Safety Members

If you become disabled due to a job-related injury or illness and can no longer perform the duties of your job, you have the option to apply for an industrial disability retirement.

Emergency Retirement

CalPERS will expedite retirement processing if you are terminally ill or facing imminent death. Contact CalPERS or your employer immediately if there is a need for emergency retirement.

Pay Rate

Pay rate is your base pay, paid on a full-time basis during normal working hours.

Special Compensation

In accordance with Board regulations, certain items of special compensation can be included in your final compensation. Contact your employer or CalPERS if you are unsure which types of special compensation can be included.

Health Vesting

Consult your Personnel Office or call CalPERS to determine if additional service credit applies to health vesting requirements.

How Your Retirement Is Funded

Three sources fund a defined benefit retirement plan like CalPERS. First, employees generally make contributions into the System. The percentage of your contribution is fixed by statute and varies from about 5 to 9 percent of your earnings, depending on the plan type and whether you are covered by Social Security. The second funding source is earnings from the investment of System assets in stocks, bonds, real estate, and other investment vehicles. The amount contributed from this source fluctuates from year to year. The balance of the funding is provided by employer contributions. Employer contributions decline when investment returns rise and increase when investment returns decline.

In a defined benefit retirement plan, you will receive a lifetime benefit determined by a set formula. For school members, CalPERS uses your years of service, age at retirement, and highest one-year compensation while employed. This contrasts with a defined contribution plan (such as 403(b) or 457 plan), in which the benefits are determined not by a formula, but solely by the amount of contributions in an account, plus earnings.

How Your Retirement Benefit Is Calculated

Now that you understand the basic building blocks of a defined benefit retirement plan, it's time to learn how to calculate your retirement benefit. Three factors are multiplied together to calculate your service retirement:

- Service Credit
- Benefit Factor
- Final Compensation

Service Credit

You earn service credit for each year or partial year you work for a CalPERS-covered employer. Part-time members earn service credit in proportion to the number of hours worked. Service credit accumulates on a fiscal year basis, July 1 through June 30. Refer to your CalPERS Annual Member Statement to verify your service credit as of each June 30.

In some cases, you may be eligible for other types of service credit that can help you maximize your retirement benefits.

Other types of service include:

- Unused sick leave at retirement
- Redeposit of contributions you previously withdrew from CalPERS
- Service with a CalPERS-covered employer prior to your date of membership
- Service with a public agency prior to the date of that agency's contract with CalPERS
- Certain types of leaves of absence, public service employment, Peace Corps, AmeriCorps*VISTA, AmeriCorps, military service
- Additional Retirement Service Credit.

For more information about service credit, obtain the CalPERS publication *A Guide to Your CalPERS Service Credit Purchase Options*.

Benefit Factor

Your benefit factor is the percentage of pay to which you are entitled for each year of service. It is determined by your age at retirement and the retirement formula for school employees, which is 2 percent at 55. Your CalPERS Annual Member Statement shows your benefit formula. On page 21, we have provided a chart showing the benefit factors based on age by quarter.

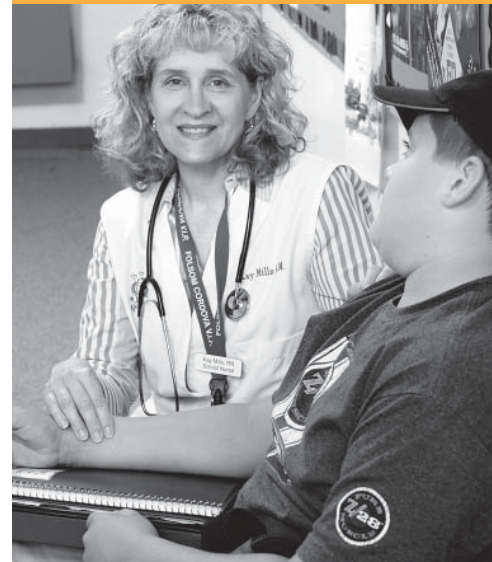
Final Compensation

Final compensation is your average full-time **pay rate** and **special compensation** for the last consecutive 12 months of employment. 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. If you think there was another period of **12 consecutive months** during which your final compensation was higher, let us know when you apply for retirement. We will use that time period to determine your final compensation.

If your CalPERS service was coordinated with Social Security, you did not contribute on the first \$133.33 of your monthly earnings. So, when computing your retirement allowance, you must reduce your final compensation by \$133.33. For service earned after January 1, 2001, final compensation will not be reduced by \$133.33.

For some school employees, monthly pay may have been reported to us on a 10- 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:

- $\$2,400 \times 10 = \$24,000$
- $\$24,000 / 12 = \$2,000$ final compensation.



Estimating Your Retirement Benefits

To estimate your future retirement benefits, multiply three factors—service credit, benefit factor, and final compensation.

$$\begin{array}{rcccl} \text{Service} & & \text{Benefit} & & \text{Final} & & \text{Unmodified} \\ \text{Credit} & \times & \text{Factor} & \times & \text{Compensation} & = & \text{Allowance*} \\ \text{(years)} & & \text{(percent per year)} & & \text{(monthly, dollars)} & & \text{(pension)} \end{array}$$

You can create a retirement allowance estimate based on your projected retirement date and final compensation amount in two ways. 1) If you have not yet registered for online access, first create a Username and Password on the CalPERS website at www.calpers.ca.gov. Next, log in to myCalPERS and create a personalized retirement estimate using the Annual Member Statement data already in your account. OR 2) Access the Retirement Planning Calculator on CalPERS On-Line (no password needed), and create different estimates based on data you input. You can create benefit estimates that are based on different retirement dates, final compensation amounts, and number of years of service credit. Using this option, you can estimate the increase to your retirement allowance should you elect to purchase additional service credit.

If you are within three years of your proposed retirement date, you may also request a CalPERS-generated retirement estimate by selecting Request My Estimate in myCalPERS or by completing the *Retirement Allowance Estimate Request* form located in our online Forms and Publications Center.



* The Unmodified Allowance is the highest allowance you can receive.

DECISIONS TO MAKE BEFORE YOU RETIRE

Your Options at Retirement

At retirement, you can choose to receive the highest benefit payable, which is referred to as the “Unmodified Allowance.” The Unmodified Allowance provides a monthly benefit to you that ends upon your death.

You also have the choice of requesting a reduction in the Unmodified Allowance to provide a lump sum or monthly benefit for a beneficiary upon your death. This section gives you an overview of various retirement options available to you.

Option 1

This retirement option provides a lump sum payment of your remaining member contributions to your beneficiary after your death. The reduction to your monthly benefit to provide this payment is based on your life expectancy at retirement and the amount of your contributions. You can name one or more beneficiary(ies), and can name a new beneficiary at any time. If you name someone other than your spouse or registered domestic partner as your Option 1 beneficiary(ies), upon your death your spouse or domestic partner may still be entitled to a community property share of any remaining contributions.

The following options (2, 2W, 3, 3W, and 4) provide lifetime monthly benefits to your designated beneficiary. The reduction to your monthly benefit to provide a monthly allowance to your beneficiary is based on both your life expectancy at retirement and your beneficiary’s – the younger your beneficiary, the greater the reduction. If you have someone eligible for Survivor Continuation, the reduction is applied only to the option portion of your benefit. (See page 9 for more about Survivor Continuation.) In most cases, you can name only one beneficiary, and your designation cannot be changed after retirement, except under limited circumstances.

You may name someone other than your spouse or registered domestic partner for a lifetime death benefit allowance under options 2, 2W, 3, 3W or 4. However, your spouse or registered domestic partner may be entitled to a community property share of the beneficiary’s monthly death benefit.

Unmodified Allowance

The Unmodified Allowance is the highest amount payable and provides a monthly benefit to you that ends upon your death.

Health and Dental Insurance Coverage for Your Surviving Spouse/ Domestic Partner

A surviving spouse/ registered domestic partner may only continue health and dental coverage after your death if: 1) you have elected a lifetime Option 2, 2W, 3, 3W or 4 and named your spouse/domestic partner as the lifetime beneficiary; or 2) your spouse/domestic partner qualifies for the Survivor Continuation monthly benefit.

Option 2

The same retirement allowance you receive will be paid to your beneficiary for life. If Survivor Continuance applies (see [page 9](#)), and your beneficiary is not your eligible survivor, the beneficiary's allowance will not include the Survivor Continuance portion. Your retirement allowance will increase to the Unmodified Allowance if:

- Your beneficiary dies; or
- Your non-spouse or non-domestic partner beneficiary waives entitlement to the Option 2 benefit; or
- Your beneficiary is your spouse or domestic partner legally recognized in California and upon a divorce, legal separation, termination of partnership, or annulment you provide CalPERS with a judgment that awards you the entire interest in your CalPERS benefits; and
- You notify CalPERS of the change.

Option 2W

As an alternative to the Option 2, you may elect the slightly higher allowance under Option 2W. However, your allowance will not increase to the Unmodified Allowance under the situations described in Option 2.

Option 3

In this option, one-half of your monthly retirement allowance will be paid to your beneficiary for life. If Survivor Continuance applies (see [page 9](#)), and your beneficiary is not your eligible survivor, the beneficiary's allowance will not include the Survivor Continuance portion. Your retirement allowance will increase to the Unmodified Allowance if:

- Your beneficiary dies; or
- Your non-spouse or non-domestic partner beneficiary waives entitlement to the Option 3 benefit;
- Your beneficiary is your spouse or domestic partner legally recognized in California and upon a divorce, legal separation, termination of partnership, or annulment you provide CalPERS with a judgment that awards you the entire interest in your CalPERS benefits; **and**
- You notify CalPERS of the change.

Option 3W

As an alternative to the Option 3, you may elect the slightly higher allowance under Option 3W. However, your allowance will not increase to the Unmodified Allowance under the situations described in Option 3.



Option 4

Option 4 is a somewhat flexible option. There are several unique variations of Option 4, each specifically designed to mesh with various situations that might apply to you. If you are interested in choosing a lifetime option, you should familiarize yourself with these options by reviewing the publication *A Guide to CalPERS Retirement Option 4*. The amount payable to your beneficiary under Option 4 cannot exceed the amount payable under Option 2W. In addition, with any variation of Option 4, your allowance will not increase to the Unmodified Allowance under the situations described in Options 2 and 3.

Survivor Continuance

In making a decision about whether to reduce your Unmodified Allowance to provide for a beneficiary, you will want to consider Survivor Continuance. This is a contracted employer-paid benefit. This benefit consists of a monthly allowance that automatically continues to an eligible survivor following your death after retirement regardless of the retirement option you select.

Who is Eligible?

- Your spouse, if you were married for at least one year before your retirement and remained married until the date of your death, will receive the Survivor Continuance benefit for life. (For disability retirement, you need only to have been married at retirement and remained married until the date of your death.)
- Your domestic partner, if you were legally registered at least one year prior to your retirement and continuously until your death, will receive the Survivor Continuance benefit for life. (For disability retirement, you need only to have been registered as domestic partners at retirement and remained registered until the date of your death.)
- If you do not have an eligible spouse or registered domestic partner, your natural or adopted unmarried children under age 18 will receive this monthly benefit until marriage or age 18. An unmarried child who was disabled prior to age 18 and whose disability has continued without interruption will receive this benefit until the disability ends or until marriage.
- Qualifying financially dependent parents.

Survivor Continuance

Survivor Continuance will apply only if you have an eligible family member as of the date of your death.

Impact of Social Security

If your service is not coordinated with Social Security, Survivor Continuance will be one-half of your Unmodified Allowance. If your service is coordinated with Social Security, it will be one-quarter of your Unmodified Allowance. If you have some time covered and some not covered, or if you have a combination of service under CalPERS with the State or a public agency, special consideration must be given to figure the amount of your Survivor Continuance benefit.

Pre-Retirement Death Benefits Designations

If you name a beneficiary other than your spouse or registered domestic partner, your spouse or registered domestic partner will still receive their community property share. The remainder will be paid to your designated beneficiary. To designate a beneficiary, use the CalPERS **Beneficiary Designation** form available from your Personnel Office or on CalPERS On-Line. (This designation will be valid only if your death is not job related. Different rules apply to job-related death benefit eligibility.)

PRE-RETIREMENT DEATH BENEFITS

As a CalPERS member, you are eligible for various pre-retirement death benefits depending on your membership category, employer, retirement eligibility status, and other factors. 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 any type of 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.]

Each member's death benefits can vary significantly depending on circumstances and data. Questions relating to specific situations should be addressed to CalPERS staff for a more accurate description of individual benefits.

Upon a member's pre-retirement death, the employer and surviving family member are encouraged to immediately contact CalPERS for assistance.

For your convenience, we have divided the pre-retirement section into two parts:

- Not Eligible to Retire
- Eligible to Retire

Not Eligible to Retire

You must be at least age 50 and have a minimum of five years of CalPERS-credited service or have worked part-time for at least five years to be eligible to retire. If you pass away before you are eligible, your beneficiary(ies) are entitled to the following benefits.

Basic Death Benefit

Your beneficiary will receive a lump sum payment of:

- A refund of your contributions, plus interest; and
- Up to six months' pay (one month's salary for each year of current service, to a maximum of six months).

Your beneficiary will be determined as follows:

- Named beneficiary, or if none;
- Spouse or registered domestic partner, or if none;
- Your children, or if none;
- Parents, or if none;
- Brothers and sisters, or if none;
- Estate if probated, or if not;
- Trust, or if none;
- Next of kin, as provided by law.

..... and

1959 Survivor Benefit

Applicable only for those not covered under Social Security while employed with a CalPERS-covered agency. The 1959 Survivor Death Benefit cannot be paid if the Special Death Benefit is elected (see side bar).

Eligible to Retire

If you pass away at age 50 or over with a minimum of five years of CalPERS-credited service or have worked part-time for at least five years, your beneficiary(ies) are eligible for the following monthly benefits.

1957 Survivor Benefit

This benefit provides a monthly allowance equal to one-half of what your highest “service retirement” allowance would have been had you retired on the date of your death. Those eligible to receive this allowance are:

- Your spouse or, registered domestic partner, or if none;
- Your unmarried natural or adopted children under age 18.

..... Or

Basic Death Benefit

The Basic Death Benefit will be paid if:

- No one is eligible for the monthly allowance described above.
- The person who is eligible for the monthly allowance above chooses instead to receive the Basic Death Benefit.
- A person other than a spouse or registered domestic partner is designated as a beneficiary to receive all or a portion of your lump sum death benefit.*

Benefit Payments

Your beneficiary will receive a lump sum payment of:

- A refund of your contributions plus interest; and
- Up to six months’ pay (one month’s salary rate for each year of current service to a maximum of six months).

If no one is eligible for the 1957 Survivor Benefit or the Special Death Benefit (if applicable), your beneficiary for the Basic Death Benefit will be determined as follows:

- Named beneficiary, or if none;
- Spouse or registered domestic partner, or if none;
- Children, or if none;
- Parents, or if none;
- Brothers and sisters, or if none;
- Estate if probated, or if not;
- Trust, or if none;
- Next of kin, as provided by law.

* No part of the Basic Death Benefit is payable if the Special Death Benefit is paid.

Special Death Benefit

If your death is the direct result of a violent act while you were performing your official duties, your surviving spouse, registered domestic partner, or unmarried children or eligible unmarried stepchildren under age 22 may receive a monthly allowance equal to one-half of your final compensation. If there are eligible surviving unmarried children in addition to your spouse or registered domestic partner, the allowance may be increased to a maximum of 75 percent of your final compensation. The Special Death Benefit is payable to your surviving spouse or registered domestic partner until death, or to your unmarried children until age 22.

Inactive CalPERS Members

Beneficiaries of members who were separated from employment more than 120 days for non-health related reasons are only eligible for the Limited Death Benefit, which consists of a return of contributions and interest from the member’s account.

1959 Survivor Benefit

Applicable only for those not covered under Social Security while employed with a CalPERS-covered agency. The 1959 Survivor Death Benefit cannot be paid if the Special Death Benefit is elected. (See below for more information.)

1959 Survivor Benefit Program

The 1959 Survivor Benefit is available to school members not covered by federal Social Security with their employer. Covered members are required to pay at least a \$2 monthly fee that is deducted from your salary specifically to fund the 1959 Survivor Benefit Program.

The Program provides a monthly allowance to eligible survivors of those covered by this benefit program and who died before retirement. The 1959 Survivor Benefit is paid in addition to any other pre-retirement death benefit paid by CalPERS, with the possible exception of the Special Death Benefit. If the 1959 Survivor Benefit is greater than the Special Death Benefit, then the difference is paid as the 1959 Survivor Benefit.

Eligible Survivors

Spouse

A surviving spouse is a husband or wife who was legally married to you at least one year before your death, or before the occurrence of the injury or onset of the illness that resulted in your death. A surviving spouse is entitled to the 1959 Survivor Benefit as long as they have care of an eligible unmarried child or are at least age 60. A surviving spouse can remarry and continue to receive the allowance.

Domestic Partner

To be eligible, a surviving domestic partner must have been in a legally registered domestic partnership with the member at least one year before their death or before the occurrence of the injury or onset of the illness that resulted in their death. A surviving registered domestic partner is entitled to the 1959 Survivor Benefit as long as they have care of an eligible unmarried child or are at least age 60. A surviving registered domestic partner can register as a domestic partner to someone else and continue to receive the allowance.



Children

An unmarried child or stepchild (if the child was living with the member in a parent-child relationship) is eligible for benefits while under age 22. An unmarried child who is incapacitated because of a disability that began before attaining age 22 may be entitled to the benefit until the disability ends. If an unmarried child is in the care of a guardian or is living alone, the unmarried child's portion of the benefit is paid to the guardian or to the unmarried child directly, rather than to the surviving spouse.

Parents

A parent who is at least age 60 may be eligible if there is no surviving spouse, registered domestic partner, or eligible unmarried children, and the parent was dependent on the member for at least half of their support at the time of their death.

1959 Survivor Monthly Allowance Levels

Eligible survivors may receive one of the following monthly allowances.

- A spouse or registered domestic partner who has care of two or more eligible unmarried children; or three eligible unmarried children only (split among them) **\$1,800***
- A spouse or registered domestic partner who has care of one eligible unmarried child; or two eligible unmarried children only (split among them) **\$1,500***
- One eligible unmarried child only; or a spouse or registered domestic partner at age 60 or older **\$750***
- Dependent parents who are at least age 60 may be eligible if there are no other eligible survivors. **\$750 each***

* Amounts can differ if all children are not in the spouse's or domestic partner's care.

How Retirement Affects Your Health Benefits

If you are nearing retirement, you should read this section to gain an understanding of how retirement will affect your health benefits. Any questions can be directed to your Health Benefits Officer or Personnel Office.

PEMHCA

Public Employees' Medical and Hospital Care Act.

Your Retirement Date

If the effective date of your retirement is more than 120 days after separation from employment, you are not eligible to be enrolled in a CalPERS health plan at retirement or at any future date.

Medicare Health Plans

If at retirement you are enrolled in a CalPERS health plan and you are eligible for Social Security Medicare benefits, State law prohibits your continued enrollment in the Basic plan. However, you can continue your CalPERS health care by enrolling in Medicare and then in a CalPERS Medicare health plan. Contact CalPERS immediately after receiving your federal Medicare card to determine your eligibility and to coordinate your Medicare coverage.

If, upon retirement, you are enrolled in a CalPERS "Basic" health plan and you are eligible for Part A at no cost to you, State law does not allow you to remain enrolled in your "Basic" plan. Contact CalPERS immediately after receiving your Medicare card to coordinate the effective date of your Medicare coverage.

If you do not qualify for premium-free Medicare Part A based on your Social Security/Medicare work record or the record of your current, former, or deceased spouse, you may remain in a CalPERS "Basic" health plan. If you later qualify for Medicare Part A at no cost, you must enroll in Medicare Part B and in a CalPERS Medicare health plan.

You may enroll in a Supplement to Medicare or Managed Medicare health plan, and CalPERS health plans offer several ways to supplement Medicare. Please see the *CalPERS Medicare Enrollment Guide* for more detailed information.

Once you are retired, contact CalPERS if you have any questions about your health benefits or if you need to make changes to your plan or dependents.

Your Separation Date and Your Retirement Date

As retirement approaches, you should check your calendar to determine the best way to maintain your health coverage. Two dates are particularly important: your separation date and your retirement date. If you are not sure when these dates occur, talk to your employer. The following are your health plan enrollment options when you retire:

- If your separation date and your retirement date are within 30 days of each other and you are enrolled in a CalPERS health plan at the time of retirement, your coverage will continue into retirement without a break. If you do not want your health benefits to continue into retirement, you need to cancel your coverage by submitting a *Health Benefits Plan Enrollment* form through your employer. The effective date of cancellation is the first of the month after you submit your request to cancel coverage.
- If your separation date and your retirement date are between 30 and 120 days of each other, your coverage will not automatically continue. You may re-enroll by either writing to the CalPERS Employer and Member Health Services Division within 60 days of your retirement date and requesting re-enrollment, or waiting for the next Open Enrollment period.

- You can pay monthly premiums directly to your health plan when you are not on a regular pay status. You can avoid having your coverage suspended between your last day of work and your retirement date by paying the full monthly premium. Contact the Health Benefits Officer where you worked and complete a *Direct Payment Authorization* form within 30 days of your last day on pay status.
- If you are **not** enrolled in a health plan at retirement and your retirement date is within 120 days of separation, you may enroll within 60 days of retirement or during a future Open Enrollment period. Contact your Health Benefits Officer if you are an active employee or CalPERS if you are retired.
- If your retirement effective date is more than 120 days after separation from employment, you are not eligible for coverage at retirement or at any future date.

There are some exceptions to this rule for exempt State employees. Contact CalPERS at **888 CalPERS** (or **888-225-7377**) if you have questions about your eligibility.

- If you are retiring within 90 days of your own or your spouse's 65th birthday, contact the Social Security Administration (SSA) at (800) 772-1213 or TTY (800) 325-0778 about signing up for Medicare. In addition to signing up for Medicare, you will have to change from a Basic health plan to a Medicare plan that combines your Medicare benefits with your CalPERS-sponsored health benefits. CalPERS Medicare health plan members have prescription drug coverage that is as good as or better than Medicare Part D prescription coverage and must not enroll in an external Medicare Part D plan. If you do enroll in a non-CalPERS Medicare Part D plan, you will lose your CalPERS health coverage.
- If you were covered as a dependent through another health plan when you retired, you may be eligible to enroll in a CalPERS health plan. Contact CalPERS for more information.

If you have questions about your CalPERS health benefits and you are an active member, contact your Personnel Office or Health Benefits Officer. If you are a retiree, contact CalPERS at **888 CalPERS** (or **888-225-7377**).



Making Direct Payment for Health Premiums to Cover Delays

If you are aware of a delay in receiving your first retirement check, you should contact your Personnel Office to discuss making direct payments for your health premiums. The direct payments will ensure continuation of services and claim payments for your current PEMHCA coverage. You will be reimbursed for the direct payment amounts by the plan as soon as the payments are made by CalPERS.

Making Changes to Your Health Plan After Retirement

Once you retire, CalPERS becomes your Health Benefits Officer or Personnel Office. This means you can make most changes to your health enrollment by calling CalPERS at **888 CalPERS** (or **888-225-7377**). For some changes, we will ask you to send additional information to CalPERS, as indicated below.

If you prefer, you can correspond with us in writing. Please include your (or the member's) name, Social Security number, a copy of your Medicare card, and daytime phone number with area code. Be sure to include the following information when you request changes:

Changing Your Address

Include both the old and new address.

Adding or Deleting a Dependent

Include the dependent's name, Social Security number, birth certificate, a copy of the Medicare card if applicable, relationship to member, and reason you are adding or deleting the dependent.

Adding a Spouse Due to Marriage

Include a copy of the *Marriage Certificate* as well as your spouse's date of birth and Social Security number with your request.

Deleting a Spouse Due to Divorce

Include a complete signed copy of the *Divorce Decree* with your request.

Adding a Domestic Partner

Submit a copy of the *Declaration of Domestic Partnership* that has been approved by the California Secretary of State's Office, as well as the Social Security number and date of birth of your domestic partner.

Deleting a Domestic Partner

Submit a complete signed copy of the *Termination of Domestic Partnership* that you submitted to the California Secretary of State's Office.

Applying for a CalPERS-Sponsored Medicare Plan

Upon your retirement and three months before you turn 65, CalPERS will mail you a *Certification of Medicare Status* form to validate Medicare eligibility, ineligibility, or deferment.

Adding an Economically Dependent Child

Complete an *Affidavit of Eligibility* form.

Note: Due to recent changes under the Patient Protection and Affordable Care Act, the term "economically dependent child" may change effective January 1, 2011. Please check our website for updates to this publication.

ADDITIONAL BENEFITS TO CONSIDER

Reciprocity—Other California Public Retirement Systems

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

There is no transfer of funds or service credit between retirement systems when you establish reciprocity. You become a member of both systems and are subject to the membership and benefit obligations and rights of each system.

You must retire from each system separately, but it must be on the same date for all the benefits of reciprocity to apply. Once you’ve retired, you will receive separate retirement checks from each system.

For more information, or to establish reciprocity, you should review the CalPERS publication *When You Change Retirement Systems*.

Cost-of-Living Adjustments

Cost-of-living adjustments are provided by law and are based on the Consumer Price Index for all United States cities. Cost-of-living adjustments are paid the second calendar year of your retirement and then every year thereafter.

The standard cost-of-living adjustment is a maximum of 2 percent per year. If the Consumer Price Index registers a lower rate of inflation, you could receive a lower percentage.

Inflation Protection (PPPA)

Added protection against inflation is provided by the Purchasing Power Protection Allowance (PPPA), created to restore your monthly benefit to 75 percent of its original purchasing power.

You will automatically receive PPPA supplemental payments on a monthly basis if your benefit falls below the 75 percent purchasing power level.

Reciprocity

This agreement between retirement systems does not apply to health vesting requirements.



Sick Leave Credit

At retirement, any unused sick leave you have can be converted to additional service credit. (The additional service will not change your age at retirement.)

You will receive credit for all unused sick leave certified by your employer. It takes 250 days of sick leave to receive one year of service credit. For example: if your employer certified 120 days of sick leave, your additional service credit would be 0.480 ($120 \times .004 = 0.480$) of a year's service credit. If the credit is indicated and verified on your retirement application, it is added to your first retirement check. If not, an adjustment is calculated after your retirement date and paid retroactively once your employer certifies the unused leave.

To receive sick leave credit, your retirement date must be within 120 days of the date of separation from employment. Please note that the retirement law provides that the conversion of sick leave hours to service credit is based on an 8-hour day and, therefore, your total hours of unused sick leave at retirement must be divided by 8 to compute the number of days of sick leave your employer can certify to CalPERS.

Internal Revenue Code (IRC) Section 401(a)(17) Contribution Limit

If you first became a member of CalPERS on or after July 1, 1996, IRC section 401(a)(17) places limitations on the amount of member contributions you can pay into a tax-qualified retirement plan such as CalPERS. For calendar year 2010, member contributions cannot be paid on earnings more than \$245,000. This dollar amount is set every year by the Internal Revenue Service. This section does not limit or "cap" the salary an employer can pay an employee. It does specify the highest salary on which member contributions can be paid into an employee's CalPERS account. Your employer is responsible for identifying and monitoring when your salary reaches or exceeds this annual limit.

At retirement, the highest average salary (final compensation amount) used to calculate your benefit cannot exceed the section 401(a)(17) salary limit.

Example: If you became a member of CalPERS in August 1996 and earn \$300,000 in 2010, you will pay contributions on \$245,000 of your salary and, if you retired in 2010, your retirement benefit calculation would use \$245,000 as your highest final compensation.



Internal Revenue Code (IRC) Section 415(b) Retirement Benefit Limit and CalPERS Replacement Benefit Plan (RBP)

Internal Revenue Code (IRC) Section 415(b) places a dollar limit on the annual benefit you can receive from a tax-qualified pension plan such as CalPERS. Under section 415(b), the maximum annual retirement benefit payable if you retire at your Social Security “normal retirement age” is \$195,000 for calendar year 2010. This dollar amount is set every year by the Internal Revenue Service. Determination of whether your retirement benefit will be subject to this limit can only be made at retirement.

If your retirement benefit must be limited under section 415(b), you will be enrolled in an employer-funded Replacement Benefit Plan (RBP) that replaces, to the extent possible, the amount your benefit is limited.

RETIREMENT FORMULA & BENEFIT FACTOR

Your benefit factor is the percentage of pay to which you are entitled for each year of service. It is determined by your age at retirement and the retirement formula for school members, which is *2^{percent}@55*

Your CalPERS Annual Member Statement shows your retirement formula for service with any other non-school employers. The following page includes a chart showing the benefit factors based on age by quarter for school members.



BENEFIT FACTORS

The chart below shows how the benefit factor increases for each quarter year of age from 50 to 63.



Age	Exact Year	¼ Year	½ Year	¾ Year
50	1.100%	1.146%	1.190%	1.236%
51	1.280%	1.326%	1.370%	1.416%
52	1.460%	1.506%	1.550%	1.596%
53	1.640%	1.686%	1.730%	1.776%
54	1.820%	1.866%	1.910%	1.956%
55	2.000%	2.016%	2.032%	2.048%
56	2.064%	2.080%	2.096%	2.110%
57	2.126%	2.142%	2.158%	2.172%
58	2.188%	2.204%	2.220%	2.236%
59	2.250%	2.268%	2.282%	2.298%
60	2.314%	2.330%	2.346%	2.360%
61	2.376%	2.392%	2.406%	2.422%
62	2.438%	2.454%	2.470%	2.486%
63 or older	2.500%	—	—	—

PERCENTAGE OF FINAL COMPENSATION



Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63+
Benefit Factor	1.100	1.280	1.460	1.640	1.820	2.000	2.064	2.126	2.188	2.250	2.314	2.376	2.438	2.500
Years of Service	Percentage of Final Compensation													
5	5.50	6.40	7.30	8.20	9.10	10.00	10.32	10.63	10.94	11.25	11.57	11.88	12.19	12.50
6	6.60	7.68	8.76	9.84	10.92	12.00	12.38	12.76	13.13	13.50	13.88	14.26	14.63	15.00
7	7.70	8.96	10.22	11.48	12.74	14.00	14.45	14.88	15.32	15.75	16.20	16.63	17.07	17.50
8	8.80	10.24	11.68	13.12	14.56	16.00	16.51	17.01	17.50	18.00	18.51	19.01	19.50	20.00
9	9.90	11.52	13.14	14.76	16.38	18.00	18.58	19.13	19.69	20.25	20.83	21.38	21.94	22.50
10	11.00	12.80	14.60	16.40	18.20	20.00	20.64	21.26	21.88	22.50	23.14	23.76	24.38	25.00
11	12.10	14.08	16.06	18.04	20.02	22.00	22.70	23.39	24.07	24.75	25.45	26.14	26.82	27.50
12	13.20	15.36	17.52	19.68	21.84	24.00	24.77	25.51	26.26	27.00	27.77	28.51	29.26	30.00
13	14.30	16.64	18.98	21.32	23.66	26.00	26.83	27.64	28.44	29.25	30.08	30.89	31.69	32.50
14	15.40	17.92	20.44	22.96	25.48	28.00	28.90	29.76	30.63	31.50	32.40	33.26	34.13	35.00
15	16.50	19.20	21.90	24.60	27.30	30.00	30.96	31.89	32.82	33.75	34.71	35.64	36.57	37.50
16	17.60	20.48	23.36	26.24	29.12	32.00	33.02	34.02	35.01	36.00	37.02	38.02	39.01	40.00
17	18.70	21.76	24.82	27.88	30.94	34.00	35.09	36.14	37.20	38.25	39.34	40.39	41.45	42.50
18	19.80	23.04	26.28	29.52	32.76	36.00	37.15	38.27	39.38	40.50	41.65	42.77	43.88	45.00
19	20.90	24.32	27.74	31.16	34.58	38.00	39.22	40.39	41.57	42.75	43.97	45.14	46.32	47.50
20	22.00	25.60	29.20	32.80	36.40	40.00	41.28	42.52	43.76	45.00	46.28	47.52	48.76	50.00
21	23.10	26.88	30.66	34.44	38.22	42.00	43.34	44.65	45.95	47.25	48.59	49.90	51.20	52.50
22	24.20	28.16	32.12	36.08	40.04	44.00	45.41	46.77	48.14	49.50	50.91	52.27	53.64	55.00
23	25.30	29.44	33.58	37.72	41.86	46.00	47.47	48.90	50.32	51.75	53.22	54.65	56.07	57.50
24	26.40	30.72	35.04	39.36	43.68	48.00	49.54	51.02	52.51	54.00	55.54	57.02	58.51	60.00
25	27.50	32.00	36.50	41.00	45.50	50.00	51.60	53.15	54.70	56.25	57.85	59.40	60.95	62.50
26	28.60	33.28	37.96	42.64	47.32	52.00	53.66	55.28	56.89	58.50	60.16	61.78	63.39	65.00
27	29.70	34.56	39.42	44.28	49.14	54.00	55.73	57.40	59.08	60.75	62.48	64.15	65.83	67.50
28	30.80	35.84	40.88	45.92	50.96	56.00	57.79	59.53	61.26	63.00	64.79	66.53	68.26	70.00
29	31.90	37.12	42.34	47.56	52.78	58.00	59.86	61.65	63.45	65.25	67.11	68.90	70.70	72.50
30	33.00	38.40	43.80	49.20	54.60	60.00	61.92	63.78	65.64	67.50	69.42	71.28	73.14	75.00
31	34.10	39.68	45.26	50.84	56.42	62.00	63.98	65.91	67.83	69.75	71.73	73.66	75.58	77.50
32	35.20	40.96	46.72	52.48	58.24	64.00	66.05	68.03	70.02	72.00	74.05	76.03	78.02	80.00
33	36.30	42.24	48.18	54.12	60.06	66.00	68.11	70.16	72.20	74.25	76.36	78.41	80.45	82.50
34	—	43.52	49.64	55.76	61.88	68.00	70.18	72.28	74.39	76.50	78.68	80.78	82.89	85.00
35	—	—	51.10	57.40	63.70	70.00	72.24	74.41	76.58	78.75	80.99	83.16	85.33	87.50
36	—	—	—	59.04	65.52	72.00	74.30	76.54	78.77	81.00	83.30	85.54	87.77	90.00
37	—	—	—	—	67.34	74.00	76.37	78.66	80.96	83.25	85.62	87.91	90.21	92.50
38	—	—	—	—	—	76.00	78.43	80.79	83.14	85.50	87.93	90.29	92.64	95.00
39	—	—	—	—	—	—	80.50	82.91	85.33	87.75	90.25	92.66	95.08	97.50
40	—	—	—	—	—	—	—	85.04	87.52	90.00	92.56	95.04	97.52	100.0

BECOME A MORE INFORMED MEMBER

CalPERS On-Line

Visit our website at www.calpers.ca.gov for more information on all your benefits and programs.

Reaching Us By Phone

Call us toll free at **888 CalPERS** (or **888-225-7377**).
Monday through Friday, 8:00 a.m. to 5:00 p.m.
TTY: For Speech & Hearing Impaired (916) 795-3240

my|CalPERS

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my|CalPERS is the personalized and secure website that provides all your retirement, health, and financial information in one place. Take advantage of the convenience of 24/7 access to learn more about CalPERS programs and services that are right for you in your career stage. With my|CalPERS, you can:

- Get quick and easy access to all your account information.
- Manage and update your contact information and online account profile.
- Access information about your health plan and family members enrolled in your plan.
- See all the information you need to make health plan decisions.
- View, print, and save online statements.
- Go “green” by opting out of receiving future statements by mail.
- Use financial planning tools to calculate your retirement benefit estimate, estimate your service credit cost, and even request a staff-prepared retirement estimate.
- Check statuses of requests to purchase service credit or applications for disability retirement.
- Keep informed with CalPERS News so you don't miss a thing.

CalPERS Education Center

my|CalPERS is your gateway to the CalPERS Education Center. Whether you're in the early stages of your career, starting to plan your retirement, or getting ready to retire, visit the CalPERS Education Center to:

- Take online classes that help you make important decisions about your CalPERS benefits and your future.
- Register for instructor-led classes at a location near you.
- Download class materials and access information about your current and past classes.
- Browse our retirement fair schedule.
- Make a personal appointment with a retirement counselor.

Log in today at my.calpers.ca.gov.



Visit Your Nearest CalPERS Regional Office

Visit the CalPERS Web site for directions to your local office.
Monday to Friday, 8:00 a.m. to 5:00 p.m.

Fresno Regional Office

10 River Park Place East, Suite 230
Fresno, CA 93720

Glendale Regional Office

Glendale Plaza
655 North Central Avenue, Suite 1400
Glendale, CA 91203

Orange Regional Office

500 North State College Boulevard, Suite 750
Orange, CA 92868

Sacramento Regional Office

Lincoln Plaza East
400 Q Street, Room E1820
Sacramento, CA 95811

San Bernardino Regional Office

650 East Hospitality Lane, Suite 330
San Bernardino, CA 92408

San Diego Regional Office

7676 Hazard Center Drive, Suite 350
San Diego, CA 92108

San Jose Regional Office

181 Metro Drive, Suite 520
San Jose, CA 95110

Walnut Creek Regional Office

1340 Treat Blvd., Suite 200
Walnut Creek, CA 94597



GLOSSARY

This glossary can help you understand some of the words and phrases you may encounter when dealing with CalPERS.

Benefit Factor

The percentage of pay you are entitled to for each year of CalPERS-covered service. It is determined by your age at retirement and your retirement formula.

Beneficiary

A person you designate to receive a benefit after your death, or other benefit recipient. (Also, see survivor, which has a different definition. Your beneficiary and survivor may or may not be the same person.)

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is federal legislation that allows you or a family member to continue your health plan enrollment when coverage is lost. A loss of coverage could include separation from employment, a dependent reaching age 26 (effective January 1, 2011), or divorce or legal separation.

Dependent

Those family members who meet specific eligibility criteria for coverage in the CalPERS Health Program. This includes your children up to age 26 who may or may not be dependent upon you for support.

Domestic Partner

Registered domestic partners legally recognized by California law are qualified for benefits and rights that apply to a spouse.

Disability

An inability to substantially perform the duties of your job due to illness or injury, which is determined to be permanent or of an extended and uncertain duration.

Final Compensation

Your average full-time monthly pay rate and special compensation for the last consecutive 12 months of employment. We use your full-time pay rate, not your earnings, so if you work part time, we would use your full-time equivalent pay rate to determine your final compensation. If you think there was another period of **12 consecutive months** during which your final compensation was higher, let us know when you apply for retirement. We will use that time period to determine your final compensation.

Fiscal Year

CalPERS operates on a fiscal year calendar, which is July 1 to June 30 each year.

Health Insurance Portability & Accountability Act (HIPAA)

This federal law protects health insurance coverage for workers and their families when they change or lose their jobs. It also includes provisions providing national standards to protect the privacy of personal health information.

Member

An employee who qualifies for membership in CalPERS and whose employer has become obligated to pay contributions into the Retirement Fund.

PEMHCA

Public Employees' Medical and Hospital Care Act. Government Code §§22751 et seq.

Open Enrollment Period

A period of time determined by the CalPERS Board when you can enroll or change health plans, or add eligible family members not currently enrolled in the CalPERS Health Program.

Reciprocal Agreement

An agreement between CalPERS and many public retirement systems within California that allows movement from one public employer to another, within a specified time limit, without losing valuable retirement rights and benefits.

Service Credit

Your credited years of employment with a CalPERS employer. This amount of service is credited to your CalPERS account and used in the formula to determine your retirement benefits. In some cases, other types of service credit (e.g., sick leave and service credit purchases) can be credited to your retirement account and used to enhance your retirement benefits.

Special Compensation

Additional income you might receive for uniform allowance, holiday pay, longevity pay, etc., and is reported separately from your base pay.

Supplement to Original Medicare Plan

For CalPERS members in Social Security due to age (over 65) or Social Security-approved disability, Medicare becomes the primary payer of claims and the supplemental CalPERS health plan covers any costs not paid by Medicare (if you have CalPERS health benefits coverage in retirement).

Survivor

A family member defined by law as eligible to receive specific benefits at your death.

SPECIAL THANKS

We thank the Folsom Cordova Unified School District and the San Juan Unified School District for their cooperation to make the photos for this publication possible.

Folsom Cordova Unified School District

Joe Lashinsky
page 20

Kay Mills
page 5

San Juan Unified School District

Loida Beltran
page 12

Peter J. Beltran, Sr.
front cover, right photo
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Robert Cesario
page 17

Hazel Frost
front cover, left photo

Valentin Hernandez
page 6

Henry High
page 27
back cover, left photo

Young Kim
page 1

Juanita Olson
front cover, left photo

Sandi Scheiber
page 8

Tonya Thomas
front cover, center photo
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Nena Wilson
page 24

Scott Wilson
front cover, right photo
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INFORMATION PRACTICES STATEMENT

The Information Practices Act of 1977 and the Federal Privacy Act require the California Public Employees' Retirement System to provide the following information to individuals who are asked to supply information. The information requested is collected pursuant to the Government Code (Sections 20000, et seq.) and will be used for administration of the CalPERS Board's duties under the California Public Employees' 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 supply the information may result in the System being unable to perform its function regarding your status and eligibility for benefits. Portions of this information may be transferred to State and public agency employers, State Attorney General, Office of the State Controller, Teale Data Center, Franchise Tax Board, Internal Revenue Service, Workers' Compensation Appeals Board, State Compensation Insurance Fund, County District Attorneys, Social Security Administration, beneficiaries of deceased members, physicians, insurance carriers, and various vendors who prepare the microfiche or microfilm for CalPERS. Disclosure to the aforementioned entities is done in strict accordance with current statutes regarding confidentiality.

You have the right to review your membership file maintained by the System. For questions concerning your rights under the Information Practices Act of 1977, please contact the Information Coordinator, CalPERS, 400 Q Street, P.O. Box 942702, Sacramento, CA 94229-2702.

While reading this material, remember that we are 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 CalPERS.



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

PUB 2
October 2010



2010.10.1



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 1-877-854-6877. 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

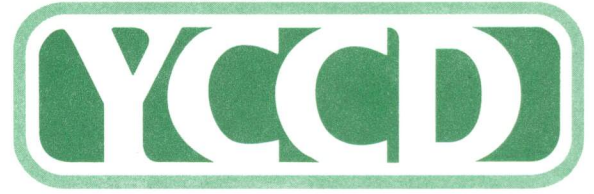
The COMPANY NURSE® HOTLINE is available 24 hours per day, seven days per week.

- 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 Peggy Freitas (209) 575-6162 or Lori Smith (209) 575-6024 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

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 Full-Time and Part-Time Educators

2008



CALSTRS
HOW WILL YOU SPEND YOUR FUTURE?

Welcome to CalSTRS

CalSTRS

The California State Teachers' Retirement System has nearly 600,000 active and inactive members and disburses monthly benefits to more than 215,000 retired or disabled members and their survivors.

Your retirement system, established in 1913 for California public school educators, has a long history of financial security. CalSTRS is administered by the 12-member Teachers' Retirement Board, which includes representatives from prekindergarten-12 and community college education, retired members and the public. The information here is correct as of January 2008. If differences appear between the law and this brochure, the law prevails.



Throughout your career in California's public school system and in the years to follow, you and your dependents will be eligible for valuable CalSTRS services and benefits.

Whether you are a full- or part-time educator, CalSTRS provides a number of benefits and services. This guide introduces the essential benefits of the CalSTRS Defined Benefit and Cash Balance Benefit programs.

Membership in the Defined Benefit Program is required for full-time educators.

For part-time educators, mandatory Defined Benefit Program membership requirements vary, depending on your employment status and whether your employer offers the CalSTRS Cash Balance Benefit Program.

As a part-time educator, you may choose to become a Defined Benefit Program member at any time in your career. Your employer must offer you the CalSTRS Defined Benefit Program and either Social Security or an alternative to Social Security. Districts may offer one or more alternative programs such as the CalSTRS Cash Balance Benefit Program.

For more information on the Defined Benefit and Cash Balance Benefit programs, see our most recent *Member Handbook*, which you can get from your employer. You may also view or order the handbook at www.CalSTRS.com or by calling 800-228-5453. In addition, visit our Web site for a wealth of information about our programs, benefits and services, as well as links to other resources.

CalSTRS Defined Benefit Program

My retirement is a “defined benefit” plan. What is that?

A defined benefit plan guarantees a lifetime benefit to you—and to your survivors, if you choose—regardless of the amount of funds you have contributed to your account.

Am I required to belong to the CalSTRS Defined Benefit Program?

If you are a full-time California public school prekindergarten-12 teacher or community college instructor, you are required to belong to the CalSTRS Defined Benefit Program. If you are a part-time or substitute educator, you may be required to belong to the Defined Benefit Program depending on your employment status and whether your employer offers the CalSTRS Cash Balance Benefit Program.

How much do I pay into the Defined Benefit Program?

Eight percent of your salary is automatically withheld from your paycheck. Your employer contributes an amount equal to 8.25 percent of your salary to help pay benefits.

What is a Defined Benefit Supplement account?

All members of the Defined Benefit Program also contribute to a Defined Benefit Supplement account. Your Defined Benefit Supplement account is an additional savings plan for your retirement. One-fourth of your CalSTRS payroll contributions will be allocated to your Defined Benefit Supplement account through 2010. In addition, if you earn more than one year of service credit in a school year, your contributions and most of your employer's contributions from your earnings in excess of one year will be allocated to your Defined Benefit Supplement account.

When will I receive my Defined Benefit Supplement funds?

Your funds will earn interest and be available to you when you begin to take a Defined Benefit monthly benefit or six months after you terminate CalSTRS-covered employment and receive a refund of your Defined Benefit contributions.

You can receive your funds in a lump sum or in a monthly payment if you are receiving a monthly Defined Benefit payment and have \$3,500 or more in your Defined Benefit Supplement account.

When will I be eligible for retirement benefits?

This eligibility, known as vesting, occurs when you have five years of service credit. You can retire as early as age 50 if you have at least 30 years of service credit. You can retire at age 55 with five years of service credit.

How do I know how much I will receive when I retire?

Your Defined Benefit retirement benefit is determined by a formula set by law. It is based on your age at retirement, your highest average annual compensation and the amount of service credit you have earned. Your monthly Defined Benefit retirement benefit does not depend on your accumulated contributions. For example, a teacher who is 61 years old and has 29 years of service credit will receive 62 percent of his or her working salary in retirement.

Visit www.CalSTRS.com/calculators to estimate your benefit. You can also make an appointment to talk to a CalSTRS benefits counselor. In addition, starting at age 45, you will receive an annual estimate of your projected Defined Benefit and Defined Benefit Supplement retirement benefits in your *Retirement Progress Report*.

CalSTRS Defined Benefit Program
guarantees a lifetime benefit no matter
the amount in your account.





How will I know how much is in my retirement account?

Each December, we will send you your annual statement of accounts in a brochure called your *Retirement Progress Report*. The report summarizes your Defined Benefit contributions, accrued interest and total service credit. It also shows how much is in your Defined Benefit Supplement account. If you see a discrepancy between this statement and your records, contact your employer right away.

Are there other ways to add service credit?

Yes. You may buy service credit for some types of service in out-of-state or foreign public schools, the military, Peace Corps, Job Corps, maternity or paternity leave, sabbatical leave, leave approved under the Family and Medical Leave Act, and certain other teaching jobs. In addition, once you have at least five years of CalSTRS service credit, you may buy up to five years of nonqualified service credit.

Am I entitled to disability benefits?

Yes. In general, once you are vested and meet the eligibility requirements, your disability benefits will be half your highest average annual salary for life or as long as you are disabled, plus another 10 percent for each eligible dependent child, up to a total of 90 percent, until your child reaches age 21.

Will CalSTRS pay benefits to my survivors?

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

IMPORTANT

As soon as you are hired, complete the *One-Time Death Benefit Recipient* form provided by your employer. You can also print this form from www.CalSTRS.com or call us at 800-228-5453 to request a copy.

Can I change my recipient?

Yes. You can change your recipient at any time. Remember to update your recipient designation if your choice of recipient changes during your career. In addition to your recipient, you can select an option beneficiary when you are eligible to retire. Your option beneficiary will receive a lifetime monthly benefit when you die. Your recipient and your option beneficiary do not have to be the same person.

If I leave teaching, can I keep my contributions in CalSTRS?

Yes. This is especially valuable if you might return to teaching later or if you already have at least five years of service credit. If you return to teaching, it will be expensive to recover service credit if you took a refund of your CalSTRS account. Even if you do not return to teaching, if you have at least five years of service credit, you are eligible to receive a lifetime monthly benefit from CalSTRS when you retire.

If I leave teaching, can I withdraw my contributions?

If you leave teaching, you can withdraw your own contributions and interest (partial refunds are not allowed). However, if you withdraw your contributions, you terminate your CalSTRS membership and benefit eligibility. Please consider this carefully. It is expensive if you later resume teaching and want to recover this service credit. You cannot withdraw employer contributions. For more information on the Defined Benefit Program, see page 6.

CalSTRS Cash Balance Benefit Program

What is the Cash Balance Benefit Program?

It is CalSTRS alternative retirement program that employers may choose to offer their part-time educators.

When will I be vested?

You are vested immediately. You do not have to work any minimum length of time to become eligible for benefits.

How much must my employer and I contribute?

Your employer must contribute at least 4 percent of the salary you earn. You usually pay 4 percent. However, your contribution rate may be collectively bargained with your employer.

Is the interest rate my account earns guaranteed?

Yes. It is set by the Teachers' Retirement Board based on the 30-year Treasury rate. The interest rate for the 2008-2009 fiscal year is 5 percent.

How do I know how much I have in my account?

Each year you will receive your *Retirement Progress Report*, an annual statement showing the balances of your contributions and your employers' contributions and the interest credited to your account.

Am I entitled to disability benefits?

Yes. Normal distribution is a lump-sum benefit. This amount is the sum of your contributions, interest and additional earnings credits in your and your employers' accounts. If you have \$3,500 or more in your account, you may elect to receive a monthly benefit. To learn more about additional earnings credit, see our brochure, *Cash Balance: An Exceptional Plan for Your Future*.

Will CalSTRS pay benefits to my survivors?

Yes. Typical distribution is a lump-sum benefit, which consists of your and your employers' contributions, interest and additional earnings credits. This amount is paid to your named beneficiary. If you have \$3,500 or more in your account, your named beneficiary may choose to receive a monthly benefit.

Can I continue with the Cash Balance Benefit Program if I move to another district or become a member of the Defined Benefit Program?

In most cases, you can continue as a Cash Balance participant if you move to another district that offers the program and continue part-time employment. If you become a member of the Defined Benefit Program and are no longer contributing to the Cash Balance Benefit Program, you may transfer your Cash Balance funds into the Defined Benefit Program and receive Defined Benefit service credit for your previous Cash Balance service.

With Cash Balance, you do not have to wait to become eligible for benefits.



What are my options if I leave public school employment?

You have two options:

- Leave your contributions on deposit with CalSTRS. The contributions in your Cash Balance account will continue to accrue interest.
- Withdraw your funds or roll them over to another eligible retirement plan or IRA. If you decide to withdraw your funds, you will have to wait six months after you terminate employment. If you withdraw your funds and then return to CalSTRS-covered employment, you will not be able to withdraw funds again for five years.

What happens when I retire?

- If you have less than \$3,500 in your account, you must take your and your employers' contributions, plus interest, in a lump sum.
- If you have \$3,500 or more in your account, you can choose to receive a monthly benefit over a specific period of time or over your lifetime and, under some circumstances, the lifetime of a beneficiary.

Your CalSTRS Extras

CalSTRS on the Web

www.CalSTRS.com and *myCalSTRS*

Visit www.CalSTRS.com to find more information about CalSTRS, including details of programs and benefits, news on legislation that could affect CalSTRS and several benefits calculators. You can also e-mail us your questions through *Contact Us*.

By registering with *myCalSTRS* at www.CalSTRS.com, you can update your address and phone number and view your *Retirement Progress Report*, as well as view your beneficiary elections and tax withholding information. You can also send and receive confidential information about your account.

403bCompare.com

403bCompare is a valuable tool to help you choose a supplemental retirement savings plan. Created and managed by CalSTRS, the online information bank features detailed and objective information about experience, features and fees for vendors and products available from your employer.

CalSTRS Home Loan Program

If you are looking for a fixed-rate, first-mortgage home loan, you will want to check out this program. Several loan options are available for a conventional home purchase or loan refinance. See www.CalSTRS.com for current interest rates and approved lenders or call 866-384-4457.

CalSTRS Pension2® Personal Wealth Plan

With CalSTRS Pension2, you can set aside even more funds through tax-deferred savings. The Teachers' Retirement Board oversees Pension2's competitively priced investment options. For more information, visit www.CalSTRS.com/Pension2 or call 888-394-2060.

Benefits Counseling and Workshops

CalSTRS-trained benefits counselors can help you plan for retirement. They provide retirement and disability benefit estimates, as well as information about CalSTRS benefit programs. Benefits counselors are available throughout the state for one-on-one appointments. You can also schedule a telephone interview.

Counselors also conduct free workshops designed to help you plan for a successful retirement. To find a benefits counselor or workshop near you, visit www.CalSTRS.com (select *Members*, then *Counseling/Workshops*) or call 800-228-5453.

Toll-Free Call Center 800-228-5453

Representatives are available to answer your questions weekdays from 7 a.m. to 6 p.m.

More About CalSTRS Defined Benefit and Cash Balance Benefit Programs

What about Social Security payments?

You do not pay into Social Security on your public school employment earnings. However, if you or your spouse otherwise qualifies for Social Security, that monthly check may be reduced because of the federal Windfall Elimination Provision or Government Pension Offset. For more information, contact the Social Security Administration at www.ssa.gov or call 800-772-1213. Your CalSTRS benefit will not be reduced if you receive Social Security.

What about Medicare?

You and your employer each pay 1.45 percent of your wages toward Medicare coverage. By paying this tax, you earn eligibility for Medicare.

Does CalSTRS provide health benefits after retirement?

No. Health benefits depend on your district's agreement with your employee bargaining unit. Contact your employer to learn more.

Does CalSTRS assist me in retirement financial planning?

To help you develop a plan to build wealth for your future, CalSTRS offers free financial education workshops. For more information or to register for a workshop, visit www.CalSTRS.com or contact your local CalSTRS benefits counseling office.

Can I save in a tax-deferred plan through payroll deduction with CalSTRS?

Most employees are eligible to participate in CalSTRS Pension2, a supplemental retirement savings program that offers 14 diversified investment options and retirement financial planning advice for your 403(b) and 457 plans. To learn more, visit www.CalSTRS.com/Pension2 or call 888-394-2060.

Part-Time Educators — Choosing Between the CalSTRS Defined Benefit Program and an Alternative Retirement Program

As a part-time, adjunct or temporary employee, you have a choice of retirement programs. Employers must offer the CalSTRS Defined Benefit Program and either Social Security or an alternative to Social Security to all educators hired to work less than 50 percent of the full-time equivalent for a specific position.

Districts can offer one or more of the following programs:

- CalSTRS Cash Balance Benefit Program
- Social Security
- Another program chosen by the district

Full-time employees are automatically enrolled in the Defined Benefit Program. As a part-time employee, you may choose the Defined Benefit Program anytime during your career.

How can I choose the plan that works best for me?

You may want to choose the CalSTRS Defined Benefit Program if you:

- Plan to work as an educator in California long enough to earn a benefit. You will be vested when you have five years of service credit with CalSTRS. For some part-time educators, this could take up to 10 years of half-time employment.
- Want a monthly benefit that provides a specific dollar amount that you know in advance and is payable for life, with benefits based on a set formula and not on the contributions in your account.
- Are comfortable contributing 8 percent of your pay toward your retirement. Your employer contributes 8.25 percent.

You may want to select the Cash Balance Benefit Program if you:

- Want a program that provides immediate vesting.
- Want a lump-sum payment or a lifetime monthly benefit based on contributions credited to your account, with a guaranteed interest rate.
- Are comfortable with the contribution rate, which is typically 4 percent of your salary, depending on your local bargaining agreement. Your employer must contribute at least 4 percent of your salary.

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

- Does the plan offer a monthly benefit for life or is it a non-lifetime benefit based on contributions and interest?
- What is the contribution rate? Is it matched by my employer?
- Is there a vesting requirement?
- Does the program charge administrative fees? (Neither CalSTRS program charges administrative fees.)
- Is there a guaranteed annual interest rate?
- Does the plan have a record of sound investment experience?
- How long do I have to wait to receive my funds?

Where can I find more information?

The available alternative programs vary widely by district. To learn more, check with your employer or the Social Security Administration at www.ssa.gov or by calling 800-772-1213.

For more information about part-time educators and the CalSTRS Defined Benefit Program, see the *Member Handbook*. For information about the Cash Balance Benefit Program, see our brochure, *Cash Balance: An Exceptional Plan for Your Future*. There are versions for prekindergarten-12 teachers and adjunct faculty. Ask your district for a copy or view the brochure at www.CalSTRS.com. You can also request a copy by calling 800-228-5453.

As a part-time, temporary or adjunct employee,
you have a choice of retirement programs.

CalSTRS Resources

WEB SITES



www.CalSTRS.com
Click Contact Us to e-mail
www.403bCompare.com

CALL



800-228-5453
7 a.m. to 6 p.m.
Monday through Friday
TTY 916-229-3541

866-384-4457
Home Loan Program

888-394-2060
CalSTRS Pension2®
Personal Wealth Plan

WRITE



CalSTRS
P.O. Box 15275
Sacramento, CA 95851-0275

VISIT



Member Services
7919 Folsom Boulevard
Sacramento, CA 95826
(until June 19, 2009)

Member Services
100 Waterfront Place
West Sacramento, CA 95605
(starting June 22, 2009)

FAX



916-229-3879



Printed on recycled paper

Welcome to your retirement system

We are your
partner in
building your
secure financial
future.

Inside you will learn
about benefits and services
designed to support you
throughout your career
in education.

CALSTRS
HOW WILL YOU SPEND YOUR FUTURE?

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**

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

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

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. 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, 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.

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.

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

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

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 |
| Disability (physical, mental or | restrictions) |

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 1st. Voting by Leadership Team members will conclude on December 15th. Elected individuals shall be announced on December 16th.

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 1st 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
OR (whichever is higher)	
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"> 1. Retirement from CalPERS or CalSTRS 2. A minimum of 55 years of age 3. A minimum of 20 years of service with the District <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 (4th) 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
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>1. Job/Functional Knowledge</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>Comments:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Planning and Organization</p> <p>Evaluate employee's execution of skills in planning and organizing to successfully meet goals.</p> <p>Comments:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Leadership and Supervision</p> <p>Evaluate employee's ability to lead direct reports or others, to direct their activities, guide their development, and achieve results.</p> <p>Comments:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Analysis and Action</p> <p>Evaluate employee's ability to analyze a situation and take appropriate action.</p> <p>Comments:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Adaptability, Collegiality, and Cooperation</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>Comments:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Excellent	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
6. Quality & Quantity of Work <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. Comments:					
7. Initiative & Ingenuity <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. Comments:					
8. Diversity, Equity & Inclusion <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. Comments:					
9. Dependability <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. Comments:					
10. Overall Appraisal Rating <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.					
11. Performance Appraisal Summary 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"> 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. 2. Identify specific areas for growth and development in present position including training and development opportunities. 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. 4. Identify goals for the next cycle, if applicable. 					

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

<u>Position Title</u>	<u>Range</u>
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

<u>Position Title</u>	<u>Range</u>
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

Confidential Placements:

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):**

Year 1
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
Year 2
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
Year 3
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
Year 4
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
Year 5
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

YOSEMITE COMMUNITY COLLEGE DISTRICT
MODESTO JUNIOR COLLEGE
COLUMBIA COLLEGE



INJURY AND ILLNESS PREVENTION PROGRAM

Updated:
January 2015

Office of Risk Management/Employee Safety
Based on IIPP Accountability Standard
Valley Insurance Program / Joint Powers Authority
Approved May 2014— by YCCD Executive Vice Chancellor

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INJURY AND ILLNESS PREVENTION PROGRAM

INJURY AND ILLNESS PREVENTION PROGRAM

1.0 INTRODUCTION

Yosemite Community College District makes all reasonable efforts to:

- Protect the health and safety of faculty, staff, and students;
- Provide safe workplaces - academic, research, and administrative - for faculty, staff, and students;
- Provide information to faculty, staff, and students about health and safety hazards;
- Identify and correct health and safety hazards and encourage faculty, staff, and students to report hazards;
- Provide information and safeguards for those on campus regarding environmental hazards arising from operations at Yosemite Community College District

Per California Code of Regulations, Title 8, Section 3203, Yosemite Community College District has adopted an Injury and Illness Prevention Program (IIPP) that describes specific requirements for program responsibility, compliance, communication, hazard assessment, accident/exposure investigations, hazard correction, training, and record keeping.

Requirements outlined in this program are mandated by regulation where the word "**shall**" is used and are advisory in nature where the word "**should**" is used.

2.0 RESPONSIBILITIES

Ultimately, safety is the responsibility of each individual. Creating a broad based accountability for safety is the responsibility of the Chancellor, and the Chancellors Cabinet. The responsibility of the IIPP Program Administrator is to assist the Chancellor and leadership by monitoring the implementation of the IIPP and to assist managers as they carry out their responsibility for safety.

2.1 Program Administrator

The district's Program Administrator is:

Name: Dorothy Pimentel
Title: Risk Services Coordinator
Address: 2201 Blue Gum Ave, Modesto CA
Telephone: (209) 575-6963

INJURY AND ILLNESS PREVENTION PROGRAM

The Program Administrator's responsibilities include:

- Advising senior management on safety and health issues
- Working with senior management to develop safety and health guidelines and policies
- Preparing and distributing the District's guidelines, policies, and procedures on safety and health issues
- Maintaining current information on local, state, and federal safety and health regulations
- Serving as liaison with governmental agencies on safety-related issues
- Facilitate the planning, organizing, and coordinating safety training
- Developing a code of safe practices and inspection guidelines
- Oversight for safety and health inspections and follow-up to ensure necessary corrective action is completed
- Establishing, conducting, and maintaining an injury/illness/accident report and investigation procedure
- Coordinating with the District's Benefits staff on maintaining injury and illness records (OSHA Log 200/300)
- Reviewing injury and illness trends
- Establishing a system for maintaining the records of inspection, hazard abatement, and training
- Assisting unit managers in conducting workplace hazard assessments to identify, evaluate, and correct hazards
- Providing training and technical assistance to managers and supervisors on the implementation of the IIPP
- Reviewing, updating, and evaluating the overall effectiveness of the IIPP
- Evaluating the adequacy and consistency of training designed by colleges, departments, etc.

2.2 Campus Delegate

COLUMBIA COLLEGE

Gary Whitfield, Vice President of Administrative Services
11600 Columbia College Drive
Sonora, CA 95370
(209) 588-5112

MODESTO JUNIOR COLLEGE

Albert Alt, Vice President of College & Administrative Services
435 College Avenue
Modesto, CA 95350
(209) 575-6122

The Campus Delegate's responsibilities include:

- Advising the IIPP Administrator on college specific safety and health issues
- Planning, organizing, and coordinating safety training

INJURY AND ILLNESS PREVENTION PROGRAM

- Developing and implementing a code of safe practices and inspection guidelines
- Arranging for safety and health inspections and follow-up to ensure necessary corrective action is completed
- Conducting, and maintaining an injury/illness/accident report and investigation procedure
- Reviewing injury and illness trends
- Maintaining the records of inspection, hazard abatement, and training
- Assisting supervisors in conducting workplace hazard assessments to identify, evaluate, and correct hazards
- Providing training and technical assistance to managers and supervisors on the implementation of the IIPP
- Provide feedback to the IIPP Administrative of the overall effectiveness of the IIPP
- Evaluating the adequacy and consistency of safety related training designed by schools, departments, etc.

2.3 *Chancellor and Chancellor's Cabinet*

The Chancellor, together with the Chancellor's Cabinet (Vice-Chancellors and College Presidents), shall be responsible for integrating safety into the culture of the District by:

- Demonstrating a genuine interest in safety-specific issues
- Encouraging, initiating, and/or requiring District and College leadership involvement in reasonable safety practices
- Ensuring that certificated and classified managers implement the IIPP
- Demonstrating support for safety programs
- Demonstrating that safety is everyone's responsibility

2.4 *Vice Presidents, Deans, Directors and Department Managers*

Vice Presidents, Deans, Directors, and Department Managers are responsible to make all reasonable and prudent efforts towards ensuring:

- Quality of safety performance by unit managers
- That they demonstrate that safety is critically important to them and the District
- Individuals under their management have the authority to implement appropriate health and safety practices and programs
- Areas under their management have adequate funding, or make plans to identify funding, for health and safety programs, practices, equipment and hazard correction. (See also Section 8.2 Resources)
- Areas under their management are in compliance with Yosemite Community College District's health and safety practices, policies, and programs

2.5 *Unit Managers*

Unit Managers are responsible for implementing Yosemite Community College District's IIPP. This includes:

INJURY AND ILLNESS PREVENTION PROGRAM

- Investigating all incidents and accidents within their areas of responsibility to determine causes and take corrective/preventative action. (*This is not to be confused with the workers' compensation claim reporting process.*)
- Conducting documented and regularly scheduled safety inspections within their areas of responsibility. (Sample checklists are available through Risk Management and Campus Safety Offices.)
- Ensuring that workplaces and equipment are safe, well-maintained, and in compliance with external agency regulations, generally accepted safe practices, and Yosemite Community College District's policies, programs, and practices
- Establishing safety-related work rules and procedures for all operations and exposures within their areas of responsibility
- Developing their own knowledge and skills in safety and health relative to their areas of responsibility and ensuring that all employees receive safety training relative to their work exposures
- Ensuring that workplace safety and health practices and procedures are clearly communicated and understood by employees through training programs
- Enforcing health and safety rules fairly and uniformly related to job performance
- Evaluating employees on compliance with safe work practices as part of the performance management process
- Acknowledging employees who contribute to the maintenance of a safe workplace and disciplining employees who fail to follow safe work practices
- Encouraging employees to report workplace hazards without fear of reprisals
- Ensuring that training, inspection, and investigation records and employee health and safety records are maintained and retained for the designated period(s) of time

2.6 Employees

Employees are responsible for following the requirements of the IIPP. This involves:

- Keeping themselves informed of conditions affecting their health and safety
- Participating in training programs, as required
- Adhering to healthful and safe practices in their workplaces
- Advising their unit managers of potential hazards in the workplace
- Reporting all incidents and accidents immediately
- Knowing where a copy of the IIPP is located for reference

3.0 COMPLIANCE

Yosemite Community College District **shall** make reasonable efforts that employees comply with safe and healthful work practices. Unit managers are responsible for establishing and maintaining good health and safety practices. To ensure compliance:

- Employees are recognized for following safe and healthful work practices (e.g., oral acknowledgments, recognition at meetings, awards, tokens, etc.).

Note: Recognition will **not** be given to individuals or departments based on the absence of accidents or injuries. This is to avoid reinforcing poor safety-

INJURY AND ILLNESS PREVENTION PROGRAM

related behaviors that may have yet to be manifested in an incident and to ensure that all incidents and accidents are reported.

- Employees are trained and retrained, as necessary or as required.
- Health and safety practices are integrated into employee job descriptions and performance appraisals.
- Disciplinary actions with employees for failure to follow safe and healthful work practices are taken, when appropriate.
- The anti-reprisal policy for employees reporting safety and health concerns is enforced.

4.0 COMMUNICATION

Yosemite Community College District **shall** communicate with employees in a form readily understandable by all affected employees on matters related to occupational safety and health, including provisions designed to encourage employees to inform the employers of hazards at the worksite without fear of reprisal.

Yosemite Community College District uses various communication systems to relay information to all employees on matters relating to occupational safety and health, including:

- The safety-training program
- The College Health and Safety Committee
- Department/Division Health and Safety Committee
- Supervisor led Health and Safety meetings
- Campus Wide Email notifications and Safety alerts
- Anonymous and confidential hazard reporting
- The District's anti-reprisal policy

These systems are described below:

4.1 The Safety-Training Program

The safety-training program is an integral component of the communication system. The training program is described in section 9 below.

4.2 The College Health and Safety Committee

Membership

If deemed useful, each college, Modesto Junior College and Columbia College, may establish a Health and Safety Committee, and will be responsible for determining the makeup of its own College Health and Safety Committee. To be effective, the District makes the following recommendations for membership:

- The Chairperson of the Committee will be an administrator
- Division/Department Representatives
 - Actual number to be determined by College administration
 - Certificated and/or Classified (either College and/or Central Services staff)

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- At least one representative should be experienced in issues of science laboratory safety, and one experienced in vocational laboratory training.
- Student Representatives (2)

It is suggested that the following representatives also attend the College Health and Safety Committee meetings to assist the Committee and facilitate the Committee's recommendations:

- Risk Management/IIP Program Administrator
- College Chemical Hygiene Officer
- Facilities Operations Representative
- Health Services Representative

The Committee may establish such permanent or ad hoc subcommittees or task forces from among its membership, or otherwise, as it shall deem useful in carrying out its charge.

The College administration will solicit membership nominations from the Academic Senate, the District Council (if possible), and the Associated Students organization of the respective colleges. College administration has authority to approve the nominations and appoint members to the College Health and Safety Committee. The terms of membership shall be two years for faculty/staff and one year for student members, terms coinciding with the academic/fiscal year.

Charge to the Committee

The College Health and Safety Committee is charged with the following responsibilities:

- This Committee in no way replaces or supersedes administration or line management's responsibility for health and safety.
- Foster cooperation among those units at Yosemite Community College District having operational responsibility for health and safety;
- Entertain, consider and respond to recommendations from staff, students and/or Department/Division Safety Committees
- Recommend needs, priorities, and strategies to promote good health, safety, and environmental practices on campus to the District administrators;
- Recommend to the Chancellor's Cabinet District-wide policies with respect to those health and safety matters that are not addressed by the existing administrative panels;
- The College Health and Safety Committee and the Chancellor's Cabinet will periodically review the role of the Committee to ensure its continued effectiveness.
- Members of the Yosemite Community College District community shall have the opportunity to address the College Health and Safety Committee and raise questions or concerns about Yosemite Community College District's teaching activities, facilities, or support services as they may affect the health and safety of lab personnel, employees, students, and the general public. Students and Staff may request an agenda item by personally discussing the matter with the Program Administrator or any member of the Health and Safety Committee.

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Reporting Requirements

The College Health and Safety Committee shall meet at least quarterly. Quarterly meeting records shall be submitted to the IIP Program Administrator, the District Council and the Chancellor's Cabinet through the Executive Vice Chancellor.

When necessary, the Chair of the Committee shall report to and make recommendations to the IIP Program Administrator on the adequacy of Yosemite Community College District's health and safety programs, policies, and organization from the perspective of the College Health and Safety Committee. The Committee or its members may also submit confidential reports to the Executive Vice Chancellor as deemed necessary.

By May 15th of each year, the Chair of the Committee shall present an annual report (summarizing key issues addressed by the Committee during the committee year) to the IIP Program Administrator who will give to the Executive Vice Chancellor for presentation to the Chancellor's Cabinet. Copies of these reports shall be available to all employees.

4.3 Department/Division Health and Safety Meetings

At the discretion of the local management team, a local safety committee can be formed to address the division/department safety issues modeled after the District's Safety Committee as outlined above. When necessary, reports and/or recommendations will be made to the College Safety Committee.

4.4 Supervisor Led Health and Safety Meetings

Health and safety meetings at the campus, center, department or unit level are conducted as needed based on the exposures presented.

4.5 Anonymous and Confidential Hazard Reporting

The telephone number for confidential hazard reporting is: MJC (209) 575-6260, Columbia College (209) 588-5167, Risk Management (209) 575-6963.

Any employee may, anonymously, or confidentially, telephone or use interoffice mail to report a hazard or share a health and safety concern.

4.6 The District's Anti-Reprisal Policy

Employees and students **shall** not be discharged or discriminated against in any manner for bona fide reporting of health and safety hazards to Yosemite Community College District or to appropriate governmental agencies. Unit managers **shall** inform employees and students of this policy and encourage reporting of workplace hazards to the management.

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5.0 WORKPLACE VIOLENCE PREVENTION AND RESPONSE PLAN

Yosemite Community College District has a Workplace Violence Prevention and Response Plan (pending approval) that provides guidelines for responding to violence or threats of violence in the workplace. This plan clearly discusses the types of violence as defined by Cal/OSHA.

The emphasis in this plan is prevention of workplace violence. Helpful checklists are provided that assist employees in recognizing pre-incident indicators in students and employees and then provide best responses to those warning signs. Additionally, guidelines are offered for assisting distressed students.

In the area of response, there are practical steps for diffusing volatile situations and responding to threats of suicide. For employees, guidelines are provided for handling employee issues including communication, discipline, safe handling of a troubled employee, involuntary employment separation, domestic violence issues and infatuation/stalking concerns.

A Behavioral Intervention Team (BIT) is clearly defined, including charge, membership, protocols, post-intervention strategies, and post-incident strategies. Training for faculty, staff and students is also discussed.

6.0 SCHEDULED AND PERIODIC INSPECTIONS

Yosemite Community College District has procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Unit managers are responsible for seeing that periodic inspections are conducted. The Program Administrator will assist unit managers to develop self-inspection forms and checklists and guides for inspection and record keeping. The Program Administrator, using outside resources, will also conduct periodic surveys to assist the unit managers in identifying and correcting potential hazards.

6.1 *Inspection Schedule*

Inspections **shall** be conducted:

- When new substances, processes, procedures, or equipment that present potential new hazards are introduced
- When new, previously unrecognized hazards are identified
- When occupational injuries or illnesses occur (see also Section 7.0 Illness and Injury Investigations)
- Periodically as determined by the nature of the exposure

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6.2 *Outside Agencies*

Several outside agencies conduct random, regular, or periodic inspections at Yosemite Community College District, which assist the District in achieving some of its inspectional responsibilities. These include:

- Valley Insurance Program Joint Powers Authority/ASCIP (Alliance of Schools for Cooperative Insurance Programs)
- Fire Marshal's Office
- City Fire Department
- County Environmental Health Department

6.3 *Record Keeping of Scheduled and Periodic Inspections*

Records of scheduled and periodic inspections to identify unsafe conditions and work practices shall be maintained for a minimum of three years. The records shall include:

- The name(s) of the person(s) conducting the inspection,
- Any descriptions of the unsafe conditions and work practices,
- The actions taken to correct the identified unsafe conditions and work practices.

The Supervisor is responsible to follow up on the status of corrective action requests. The Supervisor shall forward the completed inspection to the Campus Delegate. The Campus Delegate is responsible for maintaining these records.

7.0 INJURY AND ILLNESS INVESTIGATIONS

The Yosemite Community College District **shall** investigate all occupational injuries or illnesses. The procedures for reporting and investigating occupational injuries or illnesses and accidents are as follows:

7.1 *Reporting Procedures for Occupational Injuries, Illnesses, and Accidents*

- When a workplace injury/illness occurs, the injured employee will call Company Nurse[®] directly (1-877-854-6877) after reporting the incident to their supervisor. The attending nurse will provide first aid advice and direct the injured employee to an appropriate medical treatment site.
- In the event of death or serious injury or illness, the supervisor shall immediately contact the Benefits Office, the IIPP Administrator's office and the Campus Delegate.

Death or serious injury or illness is defined as more than 24-hours' hospitalization for other than observation; permanent disfigurement, or loss of body part. The Benefits Specialist and/or the Campus Delegates and/or the IIPP Administrator, shall immediately report any serious injury or illness to Cal/OSHA within 8 hours of making

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said determination. Other incidents will be reported to Cal/OSHA on a case-by-case basis (i.e., chemical carcinogen exposure).

- The Company Nurse[®] will complete their portion of the following forms and forward to the District Benefits Specialist:
 - Employee's Claim for Workers' Compensation Benefits (Form DWC-1)
 - The Employer's Report of Occupational Injury or Illness (Cal/OSHA Form 5020)
 - Supervisor's Accident Investigation Form (VIP) (See Appendix A)
- The District Benefits Specialist will forward Form DWC-1 to the employee for completion. The Benefits Specialist will forward the Form 5020 and the Risk Management Office will forward the Supervisor's Accident Investigation Form (VIP) to the injured employee's supervisor for completion.
- The supervisor will immediately investigate the injury and return the completed 5020 form and the Supervisor's Accident Investigation form (VIP) to the District Benefits Specialist and the Risk Management Office respectively.
- The Risk Management Office will provide a copy of the completed Supervisor's Accident Investigation Form to the Campus Delegate. The Campus Delegate will review the investigation to determine if an inspection and corrective action is warranted. Accident investigation records shall be maintained in the District's Benefits Department.

7.2 Investigation Steps

All occupational injuries, illnesses and accidents will be investigated and steps taken to prevent future incidents. The unit manager will:

- Interview injured workers and witnesses;
- Examine workplace for factors associated with the accident/exposure;
- Determine the possible cause of the accident/exposure;
- Take corrective action to prevent the accident/exposure from recurring;
- Record the findings and corrective actions taken and submit copies to the Program Administrator.

The program administrator is available to assist in any aspect of the investigation

8.0 HAZARD CORRECTION

Yosemite Community College District has a commitment to correct unsafe or unhealthful work conditions in a timely manner, based on the severity of the hazards.

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8.1 Schedules for Correcting Hazards

Hazards **shall** be corrected according the following procedures:

- When observed or discovered;
- When an **imminent** hazard exists which cannot be immediately abated without endangering employee(s) and/or property, all exposed personnel will be removed from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition **shall** be provided with necessary safeguards.

8.2 Resources

Resources to correct hazards include the following:

- Unsafe conditions that cannot be corrected with resources available to the supervisor or manager must be reported to the next higher level of management.
- If the correction required is part of Facilities Operations maintenance responsibilities, Facilities Operations staff will do the repair;
- If the correction is outside the authority of maintenance, and departmental funds are not available, the departments must seek other resources from the District to make the corrections.

9.0 TRAINING AND INSTRUCTION

9.1 Training Content

Yosemite Community College District's policy requires that faculty, staff, and students shall be trained to protect themselves from hazards in their working environments. Unit managers shall facilitate training of employees and students in:

- General health and safety practices;
- Job-specific health and safety practices and hazards;
- Recognition and assessment of health and safety risks;
- Minimization of risks through sound safety practices and use of protective equipment;
- Regulations and statutes applicable to their work; and
- Yosemite Community College District's health and safety policies

9.2 Training Program

Yosemite Community College District has organized its training system into the training program, which is described below:

Level 1 Training

- General District safety orientation provided by the Office of Risk Management to all new employees

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- Training includes information on Yosemite Community College District's health and safety policies and practices, employee health and safety rights and responsibilities, health and safety services at Yosemite Community College District, and what the employee should expect in terms of further training

Level 2 Training

- Provided by the unit manager, campus, center, department or building safety representatives, often in conjunction with the Program Administrator, to employees and students in labs, shops, or other workplaces where special hazards may be encountered
- Program Administrator reviews Level 2 training for adequacy and consistency
- Training topics including hazard communication (i.e., hazard identification, hazardous materials safety, hazard reporting), emergency response and evacuation procedures, fire and earthquake safety, rights and responsibilities, personal protection, and record keeping - as applicable

Level 3 Training

- Level 3 training is provided/facilitated by the unit manager or instructor for those students and employees with specific high-hazard exposures including those exposed in robotic labs, laboratories, athletics, science labs, as well as shops and food service areas.
- Level 3 training consists of information specific to the hazards and equipment used by these individuals.
- Training is by one or more of the following methods: class lecture, safety meetings (formal or informal).
- Material safety data sheets, videos, pamphlets, booklets, class syllabus, and postings can be used to supplement training.

9.3 Training Schedule

Training **shall** be provided to all employees:

- When the IIPP is first established;
- When new employees are hired;
- When employees are given new job assignments for which training has not previously been received;
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard;
- Whenever the employer is made aware of a new or previously unrecognized hazard;
- When employees become unit managers (so that they can familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed).
- Safety alerts and other safety communications should include language translations where appropriate

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9.4 Training Resources

- The IIPP Administrator will assist departments and supervisors in providing health and safety training to employees on a variety of topics. These include IIPP training, laboratory safety training, respirator training, heat illness prevention, and many others.
- The Web-Based Training program is a valuable tool to assist managers. Based on job classifications, the program provides an automatic assignment of training modules tailored to job specific training requirements.
- The IIPP Administrator has a safety video library, a collection of safety publications, and access to safety professionals to assist supervisors and departments in implementing training programs.

9.5 Record Keeping of Training Records

- Documentation of health and safety training for each and employee shall include: **(1)** name or other identifier, **(2)** training dates, **(3)** type(s) of training, and **(4)** training providers. This documentation shall be maintained for at least three years.
- The Web-Based Training program will also be utilized to document health and safety training. The supervisor is responsible for updating the training records for their employees.
- The division is responsible for developing a record retention policy for students.

Document content maintained by: IIPP Administrator, Dorothy Pimentel, Risk Services Coordinator

Last updated: May 2014

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Appendix A				
Injury/Incident Investigation Report				
(Continue report on separate pages as warranted.)				
Campus/Center:	Date/Time of Occurrence:	Location of Occurrence (Be specific and include department, vehicle or building.)		
Date Reported	Off Campus? <input type="checkbox"/> Yes <input type="checkbox"/> No	Full Name of Injured Person (use new report for additional people)		Age
Any Witnesses? If yes – list them by name		Department	Title	Full or Part Time?
			Time in Current Position:	Seasonal?
			Time with the District:	Volunteer?
Nature of Injury or Illness		Body Part(s) Injured:		
Medical Treatment?		List Equipment or Property Damaged:		
D E S C R I P T I O N	Describe clearly what took place. How did the accident occur? Include location and the materials, chemicals, equipment, and people involved. If a vehicle is involved, create a sketch on reverse attached page. What was the employee doing when injured? Identify causal factors and describe the sequence of events. Attach photos.			
A N A L Y S I S	From a management perspective, consider what could have been done to control, eliminate, or transfer the exposure, prevent the hazard and/or accident, and reduce the amount or degree of loss. Question why, what, when, who, and how for each operating. Consider each factor contributing to the accident.			
P R E V E N T I O N	Describe the management action or controls that have or will be taken to reduce the potential for a recurrence.			
Investigated By:	Date:	Person(s) accountable for corrective action:	Targeted Completion Date:	
Reviewed By:	Comments:		Review Date:	

Form VIP-1 8/200