Welcome to Orcutt Union School District

As a new Classified Employee, please refer to this check list when completing the required documents.

- _____Get live scan fingerprinting done (at the expense of employee). Take the form in this packet with you, along with your ID.
- _____1-9 form (must submit a copy of current CA driver's license AND copy of social security card OR a current passport, along with the 1-9 form).
- Get TB test done (these are good for 4 years. If you have proof of current TB test, please provide a copy). District will cover the cost (this is done <u>AFTER</u> fingerprints have cleared). This can be done at Akeso (IMG) as a walk in, Monday – Wednesday and Fridays @ 3070 Skyway Dr., Suite 106
- Get physical done At IMG or Med Plus, District covers the cost. **This only applies to certain positions. <u>Check with HR to confirm</u>. We send authorization in order for you to schedule an appointment.
- Complete Proficiency Test (required for Child Care, ASES and Instructional Assistants. If you passed at another district, please provide a copy of test results). If you have an AA degree or higher, please disregard and provide a copy of your transcripts.
- _____Emergency Contact Information
- _____Warrant Recipient Designation Form
- _____Child Abuse Reporting Requirement Form
- -------Workers Compensation Information Form
- ____Internet User Agreement
- ____Oath of Office
- _____Board Policy Acknowledgment form
- Annual Employee Notifications: Log onto getsafetytrained.com (you may register using your personal email address) and complete the following modules: Bullying, COVID-19 Prevention, New employee safety orientation, Blood borne Pathogens, Child abuse reporting for

Educators, Playground safety & supervision, and Sexual harassment for non supervisors. You may print out each certificate OR the summary of completion list.

- ------Fingerprint Acknowledgment form
- Social Security Form (if position is 5+ hours daily, or if you are a current CalPERS member, please disregard).

_____Retirement Status Questionnaire

- W-4 Form (please ensure that you have completed boxes 1-3, 5, sign and date) and EDD withholding certificate (State tax withholding form).
- _____Voluntary Ethnicity form
- Offer of Health Insurance (if your position is 5+ or more hours daily, please disregard and we will refer you to benefits/payroll (805-938-8903).
- Direct Deposit Form (attach a voided check. If you bank at Coast Hills, please get a print out from your branch to attach to form).
- CPR/First aid card required for Child Care, PE Instructional Assistants, ASES employees, Early Learning Center staff, Transportation employees, LVN's and Noon Duty Supervisors (CPR cannot be obtained online. If you need to obtain certification, please contact Dayana in HR.
- Contact HR to have an ID badge made (805-938-8910) You may email a selfie (shoulder area and up) to <u>datanasova@orcutt-schools.net</u>, with the correct spelling of your name.

Please submit all documents that require completion and keep the included information for reference.

* *If you are interested in becoming a CSEA (California School Employee Association) member (bargaining unit), please complete the application enclosed in the envelope included in your new employee packet.

STATE OF CALIFORNIA BCIA 8016A (orig. 04/2001; rev. 01/2011)

REQUEST FOR LIVE SCAN SERVICE (Public Schools or Joint Powers Agencies)

Applicant Submission	
ORI: AD474 Type of Applicant: X Classifi	ied School Employee
The following selections are for Public Schools only:	
License, Certification, Permit Peace Officer Law	Enforcement Officer
Type of License/Certification/Permit OR Working Title: Classified	school employee
	0 characters - if assigned by DOJ, use exact title assigned)
Contributing Agency Information:	
Orcutt Union School District Agency Authorized to Receive Criminal Record Information	01913 Mail Code (five-digit code assigned by DOJ)
500 Dyer Street	Dayana Atanasova
Street Address or P.O. Box Orcutt CA 93455	Contact Name (mandatory for all school submissions) (805) 938-8910
City CA 35455 ZIP Code	Contact Telephone Number
Applicant Information:	
Last Name	First Name Middle Initial Suffix
Other Name (AKA or Alias) Last	First Suffix
Date of Birth Sex Male Female	Driver's License Number
Height Weight Eye Color Hair Color	Billing Number
	(Agency Billing Number) Misc.
Place of Birth (State or Country) Social Security Number	Number
Home	(Other Identification Number)
Address Street Address or P.O. Box	City State ZIP Code
Your Number:	Level of Service: 🔀 DOJ 🗌 FBI
(OCA Number (Agency Identifying Number)	
If re-submission, list original ATI number:	
(Must provide proof of rejection)	Original ATI Number
Live Scan Transaction Completed By:	
Name of Operator	Date
Transmitting Agency LSID	ATI Number Amount Collected/Billed
ORIGINAL - Live Scan Operator SECOND COPY - Appl	licant THIRD COPY (if needed) - Requesting Agency

THE BOX SHOP

 740 N. H St.

 Lompoc, CA

 (805) 735-1567

 Rolling fee:

 \$30.00 per transmission, in addition to processing fees

 Times:
 Walk ins Only Monday-Friday 9:00 – 5:00; Saturday 10:00 – 1:00

 Please bring:
 Cash or check only (cards are charged an additional \$3.00) Photo ID, Live Scan Form

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION

Rancho El Chorro, off Hwy 1 (across from Cuesta College)				
San Luis Obispo, CA				
(805) 782-7236				
Rolling fee:	\$20.00 per transmission, in addition to processing fees			
Times:	By Appointment Only Tuesday & Thursday (call for times)			
Please bring:	Cash, check or credit card accepted, Photo ID, Live Scan Form			

SANTA BARBARA COUNTY SHERIFF DEPARTMENT

812A West Fost	er Rd., Santa Maria, CA
(805) 934-6175	
Rolling fee:	\$24.00 per transmission, in addition to processing fees
Times:	By Appointment or walk ins Tuesdays and Thursday 7:00 - 11:30, 1:30-4:30
Please bring:	Cash, Visa or MasterCard, Photo ID, Live Scan Form

THE UPS STORE (in Albertsons Shopping Center)

1130 E. Clark Avenue #150, Santa Maria, CA					
(805) 937-6371					
Rolling fee:	\$31.00 per transmission, in addition to processing fees				
Times:	No Appointment Needed Monday - Thursday 9:00-4:30.				
Please bring:	Cash, check or credit card accepted, Photo ID, Live Scan Form				

LOCAL COPIES

1500 South Broadway, Santa Maria, CA
(805) 928-5776
Rolling Fee: \$25.00 per transmission, in addition to processing fees
Please bring: Cash, check or credit card, Photo ID, Live Scan Form
Times: By Appointment Only Monday – Friday 9:00 – 4:00 pm (lunch from 11:00 – 12:30)

**Prices are subject to change



U.S. Citizenship and Immigration Services

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 <u>Instructions</u>.

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 day of employment,	Informatio but not befo	n and Attestatio re accepting a jo	n: Employe b offer.	ees must compl	ete and s	ign Sect	ion 1 of Fo	rm 1-9 n	o later than the first
Last Name (Family Name)		First Name	(Given Name))	Middle Initial (if any) Other La			st Names Used (if any)	
Address (Street Number an	nd Name)	Ar	ot. Number (if	any) City or Town				State	ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. So	ocial Security Number	Emplo	oyee's Email Address	5			Employee	's Telephone Number
I am aware that federa provides for imprisons fines for false stateme use of false document connection with the cc this form. I attest, und of perjury, that this inf including my selection attesting to my citizen	ment and/or ents, or the es, in completion of fer penalty formation, n of the box	1. A citizen c 2. A noncitize 3. A lawful per	f the United S en national of ermanent resid en (other than	itates the United States (S dent (Enter USCIS o Item Numbers 2. a	ee Instructi or A-Numbe	ons.) r.)			d 3 of the instructions.):
immigration status, Is correct.	true and	USCIS A-Num	NOR 190	Form I-94 Admissio	on Number	OR	ign Passpor	t Number	and Country of Issuance
Signature of Employee	*****				То	day's Date	(mm/dd/yyyy	}	
If a preparer and/or tr	anslator assis	ted you in completin	g Section 1,	that person MUST	complete t	he Prepare	r and/or Tra	nslator C	ertification on Page 3.
Section 2. Employer business days after the e authorized by the Secret documentation in the Add	mployee's fin arv of DHS, d	st day of employme ocumentation from lation box; see Inst	nt, and mus List A OR a ructions.	t physically exami combination of do	ine, of exa ocumental	ion from L	sistent with ist B and Li	an altern	ative procedure ter any additional
		List A	OR	Lis	t B	/	AND		List C
Document Title 1			10- ja						
Issuing Authority									
Document Number (if any)			1						
Expiration Date (if any)									hilder in 1995 and second s
Document Title 2 (if any)			Add	Itional Informatio	n				
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)				Check here if you use	ed an altern	ative proce	dure authoriz	ed by DH	S to examine documents.
employee, (2) the above-its	Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named amployee, (2) the above-ilsted documentation appears to be genuine and to relate to the employee named, and (3) to the (mm/dd/yyyy): best of my knowledge, the employee is authorized to work in the United States.								
Last Name, First Name and	Title of Employe	er or Authorized Repre	esentative	Signature of Em	ployer or Au	thorized R	epresentative		Today's Date (mm/dd/yyyy
Atanasova, Dayana -	Admin. A	sst. HR							
Employer's Business or Orga OUSD	anization Name			Business or Organiz er St., Orcutt,			Town, State,	ZIP Code	

Form I-9 Edition 08/01/23

LISTS OF ACCEPTABLE DOCUMENTS All documents must be UNEXPIRED

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

	LIST A Documents that Establish Both Identity and Employment Authorization	DR	LIST B Documents that Establish Identity	ID	LIST C Documents that Establish Employment Authorization
2.	U.S. Passport or U.S. Passport Card Permanent Resident Card or Alien Registration Receipt Card (Form I-551) Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine- readable immigrant visa Employment Authorization Document that contains a photograph (Form		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 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	1.	by the Department of State (Forms
5.	 I-766) For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; 	4. 5. 6.			DS-1350, FS-545, FS-240) Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal Native American tribal document U.S. Citizen ID Card (Form I-197)
	and (2) An endorsement of the alien's nonimmigrant status 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.	9.	Native American tribal document Driver's license issued by a Canadian government authority For persons under age 18 who are unable to present a document listed above:		Identification Card for Use of Resident Citizen in the United States (Form I-179) Employment authorization document issued by the Department of Homeland Security
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	1'	 D. School record or report card I. Clinic, doctor, or hospital record 2. Day-care or nursery school record 		

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

Refer to the instructions for more information about acceptable receipts.

ONLY COMPLETE IF YOUR INFORMATION HAS CHANGED

ORCUTT UNION SCHOOL DISTRICT

EMERGENCY CONTACT INFORMATION

for CLASSIFIED EMPLOYEES

DATE: _____

Please complete return to Classified Human Resources.

Your Name:			Worksite:	
Address:			I	
City/State/Zip:		 		
Home Phone:		Lis	sted	Unlisted
Cell Phone:		Email address	;	
Current position:				
	Permanent		Substitute	

RELATIVE OR FRIEND TO BE CALLED IN CASE OF EMERGENCY:

Name:		
Address:		
City/State/Zip:		
Home Phone:	Work Phone:	
Cell Phone:		

ALTERNATE (Optional):		
Name:		
Address:		
City/State/Zip:		
Home Phone:	Work Phone:	
Cell Phone:		

<u>NOTE</u>: IF ANY OF THE ABOVE INFORMATION CHANGES DURING THE SCHOOL YEAR, PLEASE NOTIFY PAYROLL OR HUMAN RESOURCES

WARRANT RECIPIENT DESIGNATION FORM

As provided in Section 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:

Name of Designee:			
Address of Designee:			
City:	State:	Zip:	
Employee Name (print):			
Employee Signature:	· · · · · · · · · · · · · · · · · · ·		
Date:			

**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 received a warrant or check pursuant to this section is entitled to negotiate it as if her were the payee.

01/2018

NOTICE TO EMPLOYEES WHO ARE CHILD CARE CUSTODIANS REGARDING CHILD ABUSE REPORTING REQUIREMENT

Penal Code Section 11165-11167 requires that:

Whenever a mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written follow-up report within 36 hours of receiving the information concerning the incident.

"Mandated Reporter" means a teacher, certificated or non-certificated administrative officer or supervisor, supervisor of child welfare and attendance, certificated pupil personnel employee, computer technician, athletic coach, assistant coach, athletic administrator or athletic director, all classified staff, including but not limited to teacher's aides

"Reasonable suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing upon, when appropriate, his or her training and experience, to suspect child abuse.

"Child abuse" means (1) a physical injury which is inflicted by other than accidental means on a child by another person; (2) the sexual assault of a child by any act or omission proscribed by Penal Code Sections 273(c) (willful cruelty or unjustifiable punishment of a child) or 273(d) (corporal punishment or injury); or (3) the neglect of a child or abuse in out-of-home care.

"Child protective agency" means Child Welfare Services, a police or sheriff's department.

Penal Code Section 11166 provides that any "Mandated Reporter", regardless of when initially employed, who fails to report an incidence of child abuse which he or she knows to exist or reasonably should know to exist, is guilty of a misdemeanor, punishable by confinement in the county jail for a term not to exceed six (6) months or by a fine or not more than one thousand dollars (\$1,000.00) or by both.

District policy requires the staff member to provide a copy of the written report concerning the instance to his or her site principal or supervisor.

The telephoned report and the written report must contain the name of the person making the report, the name of the child, the present location of the child, the nature and extent of the injury, and any other information requested by the child protective agency, including information that led to the report of suspected or known child abuse.

The name of the person making the report shall be kept confidential by the district and by the child protective agency as provided for in Penal Code Section 11165 -11167.

ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understand the provisions of Penal Code Section 11166, and that, to the extent that its provisions apply to me, I will comply with its provisions and the provisions of Orcutt Union School District Policy 5141.4 to report known or suspected instances of child abuse.

TO: All Employees

FROM: Assistant Superintendent, Business Services

RE: WORKERS' COMPENSATION INFORMATION

The District is required to inform all employees of the procedures to be followed when a work-related injury occurs. Please read the procedures outlined below, and sign the acknowledgement at the bottom of this page. Please keep a copy for your records. The original will remain in your personnel file.

- All work-related injuries must be reported within five working days or less to your supervisor and the Assistant Superintendent of Business Services Office, regardless of how minor they appear.
- A record of all injuries is kept at the Assistant Superintendent of Business Services Office. In case you feel that you need to seek medical treatment at a later date, a record of your injury will be on file.
- Please inform your supervisor if you need medical attention or lose time due to your injury. At this point, it is considered a reportable workers' compensation claim. You will receive forms that must be filled out and returned to the Administrative Assistant for the Assistant Superintendent of Business Services.
- You will be directed to a medical facility for treatment, unless you have previously requested (in writing) to see your personal physician in case of an on-the-job injury. Please be aware, most physicians do not accept work injuries.
- You must be released by your treating physician to return to work. Please send a copy of your release note to the Administrative Assistant for the Assistant Superintendent of Business Services Office, *prior* to returning to work.

If you have any questions regarding workers' compensation, please call 805-938-8916.

ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understand the procedures for reporting a work-related injury; and that I will comply with these provisions in the event that I experience a work-related injury while employed in the Orcutt Union School District.

(Please Print Name)

(Signature)

(Date)



ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES)

The Orcutt Union School District authorizes district employees to use technology owned or otherwise provided by the district as necessary to fulfill the requirements of their position. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all employees to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.

Each employee who is authorized to use district technology shall sign this Acceptable Use Agreement as an indication that he/she has read and understands the agreement.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Employee Obligations and Responsibilities

Employees are expected to use district technology safely, responsibly, and primarily for workrelated purposes. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by an employee as a result of his/her personal use of district technology.

The employee in whose name district technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system

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only under the account to which they have been assigned. Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

Employees are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

- 1. Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive
- 2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor
- 3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee
- 4. Engage in unlawful use of district technology for political lobbying
- 5. Infringe on copyright, license, trademark, patent, or other intellectual property rights
- 6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)
- 7. Install unauthorized software
- 8. Engage in or promote unethical practices or violate any law or Board policy, administrative regulation, or district practice

Privacy

Since the use of district technology is intended for use in conducting district business, no employee should have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee on district technology does not create a

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12/8/23

reasonable expectation of privacy.

Personally Owned Devices

If an employee uses a personally owned device to access district technology or conduct district business, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Records

Any electronically stored information generated or received by an employee which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 3580 - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

Reporting

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Superintendent or designee.

Consequences for Violation

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's access to district technology and/or discipline, up to and including termination. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

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ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES)

Employee Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040 - Employee Use of Technology, and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

If applicable while fulfilling my duties, I will provide direct supervision of student use of the internet and hold students responsible for the acceptable use of such access.

I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

Name:	Position:
Name:(Please print) **Please indicate your preferred name (if d for your email account**	ifferent from legal name): This name will be used
School/Work Site:	
Signature:	Date:
Personal Email:	
Status: Permanent/Full Time	Certificated
Temporary	Classified
Substitute	
Hourly	
PAGE 4	12/8/2023



Please return completed form to the Human Resources Department. Board Policy 4040

EMPLOYEE USE OF TECHNOLOGY

The Board of Trustees recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supporting district and school operations, and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

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In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

Policy Adopted: 3/10/21 ORCUTT UNION SCHOOL DISTRICT Orcutt, California

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REVISED

12/8/2023

Oath of Office

For Public, Officers and Employees

(State Constitution, Article XX, Section 3, as amended and Government Code Section 3100-3109) State of California – County of Santa Barbara

I, _______ 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.

All public employees are defined as disaster service workers (Government Code 3101). As such before beginning employment with the Orcutt Union School District, employees must take the above Oath as required by law (Government Code 3102). In the event of a natural, manmade or war-caused emergency, which result in conditions of disaster or extreme peril to life, property and resources, all Orcutt Union School District employees are subject to disaster service activities as assigned to them by their supervisor(s).

Signature

Date

Zina Chavez, Sr. Payroll Technician

Orcutt Union School District

ORCUTT UNION SCHOOL DISTRICT 500 Dyer Street Orcutt, CA 93455

Annual Employee Notifications

Board Policy 4112.9, Employee Notifications, requires certain Board Policies and Administrative Regulations be provided to employees upon employment and a signed acknowledgement be retained by the Human Resources office.

Uniform Complaint Procedures
Tobacco-Free Schools
Integrated Pest Management
Drug and Alcohol-Free Workplace
Nondiscrimination in Employment
Employee Use of Technology
Oath or Affirmation
Sexual Harassment
Universal Precautions
Non-school Employment
Employee Safety
Family Care and Medical Leave Act
Child Abuse Prevention and Reporting
Reporting Child Abuse
Child Abuse Reporting
Child Abuse and Neglect Reporting Act

By signing below, I acknowledge that I have read and understand the provisions of Penal Code Section 11166, and that, to the extent that its provisions apply to me, I will comply with its provisions and the provisions of the Orcutt Union School District Board Policy and Administrative Regulation 5141.4, *Child Abuse Prevention and Reporting*, to report known or suspected instances of child abuse.

By signing below, I acknowledge that I have read and agree to abide by the procedures and regulations set forth in the District's policies and regulations.

Print Name

Signature

____ Date ____

Annual Employee Notifications may be found for review on the district website at <u>www.orcuttschools.net</u> under Departments/Human Resources/Documents/Annual Notifications. Please review the documents at your convenience, sign this verification form indicating that you have done so and submit with your application packet to the Human Resources Office.

TB VERIFICATION REQUIREMENT

All individuals employed by the Orcutt Union School District are required to have on file in the Human Resources Office verification of a skin test, chest x-ray, or other test designated as acceptable by the County Health Department to determine that they are free of active tuberculosis.

This evidence must be submitted **EVERY FOUR YEARS** in order to meet both State Law and Board Policy requirements (Education Code Section 49406 and District Policy 4112.4).

Tuberculin skin tests (PPD) may be obtained at the following location or from your private physician:

Akeso (formerly known as Industrial Medical Group), 3070 Skyway Drive, Suite 106, Santa Maria, CA; 805-922-8282

The hours are Monday through Friday (*except Thursday);* 8:00 a.m. to 4:30 p.m.

You will be required to return 48 to 72 hours later for a reading of the result. You will receive a certificate showing the results. <u>THIS CERTIFICATE MUST BE</u> <u>SUBMITTED TO THE HUMAN RESOURCES OFFICE AT THE DISTRICT OFFICE</u>.

A fee of \$20.00 is charged for the skin test. This amount will be billed directly to the District, but <u>you must have this notice with you</u>. Otherwise, you will need to be prepared to pay the \$20.00. You will be reimbursed by the District **only** upon presentation of a receipt and certificate of clearance. Should you require a test other than the skin test, arrangements can be made by calling Industrial Medical Group, and they will bill the District for the required test(s). Should you choose to have the test(s) administered elsewhere, the District will reimburse you for costs incurred but not to exceed that which Industrial Medical Group would charge for similar services.

TAKE THIS FORM WITH YOU TO INDUSTRIAL MEDICAL TO AVOID FEE!

THESE REQUIREMENTS ARE TO BE FILLED WITHIN 10 DAYS OF YOUR EMPLOYMENT WITH THE DISTRICT

Rev. 1/2013

TO: New Substitute Classified Employees

FROM: Susan Salucci Assistant Superintendent, Human Resources

RE: Mandatory – Annual Information

These steps are required annually (mandatory) so please follow the instructions.

Annual Training Modules

Annual Safety Modules can be located at getsafetytrained.com. Please use your personal email address to register (although it asks for District email). Disregard the "Past Due Courses" box. Select the following modules:

General Employee Safety Tab

- New Employee Safety Orientation
- Blood borne Pathogens

Medical & Emergency Preparedness

COVID-19 Prevention

Property, Liability & School Safety Tab

- Mandated Child Abuse Reporting for Educators
- Bullying
- Playground Safety and Supervision (for Instructional Assistants, Campus Connection, Noon Duty, ELC and ASE-S Employees ONLY

Employment Practices & Workers Comp Tab

• Sexual Harassment for non supervisors

Read each required module and take the exam. Retake if necessary. Print out the certificates (or the summary), sign and return to Human Resources

ACKNOWLEDGEMENT

Notice to Employees

In accordance with AB 1610 and AB 1612, all school employees in the State of California must be fingerprinted prior to beginning employment in a public school district.

I understand and acknowledge that the Orcutt Union School District must receive fingerprint clearance for me before I can become an employee of the Orcutt Union School District. I understand that any work performed before a fingerprint clearance is received will be considered voluntary and not be subject to compensation.

(Applicant Signature)

(Date)

(Print Name)

(The signed acknowledgement will be kept on file at the District Office.)

Rev. 1/02

Statement Concerning Your Employment in a Job Not Covered by Social Security Orcutt Union School District Employer ID #95-6000940

Employee Name

SS#

Your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security law, there are two ways your Social Security benefit amount may be affected.

Windfall Elimination Provision

Under the Windfall Elimination Provision, your Social Security retirement or disability benefit is figured using a modified formula when you are also entitled to a pension from a job where you did not pay Social Security tax. As a result, you will receive a lower Social Security benefit than if you were not entitled to a pension from this job. For example, if you are age 62 in 2013, the maximum monthly reduction in your Social Security benefit as a result of this provision is \$395.50. This amount is updated annually. This provision reduces, but does not totally eliminate, your Social Security benefit. For additional information, please refer to Social Security Publication, "Windfall Elimination Provision."

Government Pension Offset Provision

Under the Government Pension Offset Provision, any Social Security spouse or widow(er) benefit to which you become entitled will be offset if you also receive a Federal, State or local government pension based on work where you did not pay Social Security tax. The offset reduces the amount of your Social Security spouse or widow(er) benefit by two-thirds of the amount of your pension.

For example, if you get a monthly pension of \$600 based on earnings that are not covered under Social Security, two-thirds of that amount, \$400, is used to offset your Social Security spouse or widow(er) benefit. If you are eligible for a \$500 widow(er) benefit, you will receive \$100 per month from Social Security (\$500 - \$400=\$100). Even if your pension is high enough to totally offset your spouse or widow(er) Social Security benefit, you are still eligible for Medicare at age 65. For additional information, please refer to Social Security Publication, "Government Pension Offset."

For More Information

Social Security publications and additional information, including information about exceptions to each provision, are available at <u>www.socialsecurity.gov</u>. You may also call toll free 1-800-772-1213, or for the deaf or hard of hearing call the TTY number 1-800-325-0778, or contact your local Social Security office.

I certify that I have received Form SSA-1945 that contains information about the possible effects of the Windfall Elimination Provision and the Government Pension Offset Provision on my potential future Social Security Benefits.

Signature of Employee

Date

CLASSIFIED RETIREMENT STATUS QUESTIONNARIE

Name

Date of Birth

Last 4 digits of SS #

SECTION A – CalPERS

Are you presently a member of the California Public Employees Retirement System (CalPERS)? If you answered yes, do not fill out the *Statement Concerning Your Employment In a Job Not Covered by Social Security* form in this packet.

Are you presently employed or plan to be employed with another school district in addition to employment with the Orcutt Union School District? If so what district?

SECTION B – OTHER RETIREMENT SYSTEMS

Are you presently a member of any of the following retirement Systems?

Santa Barbara County Employees Retirement System University of California Retirement System Other publicly supported retirement systems If yes, identify the retirement system

SECTION C – FOR RETIREES

If you are retired, please identify the retirement system

Employee Signature _____

Date

Yes
No

'es
lo

Yes
Yes
Yes

Form W-4

Department of the Treasury

Internal Revenue Service

Employee's Withholding Certificate

OMB No. 1545-0074

2024

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.

Step 1:	(a) First name and middle initial	Last name	(b) Social security number
Enter Personal Information	Address City or town, state, and ZIP code		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
	(c) Single or Married filing separately		or go to www.ssa.gov.
	Married filing jointly or Qualifying s	surviving spouse	
	Head of household (Check only if yo	u're unmarried and pay more than half the costs of kee	eping 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:	Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse
Multiple Jobs	also works. The correct amount of withholding depends on income earned from all of these jobs.
or Spouse	Do only one of the following.
Works	(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	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 (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 	4(a)	\$
	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 know	wledge and belief, is tr	ue, 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)

For Privacy Act and Paperwork Reduction Act Notice, see page 3.

Cat. No. 10220Q

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	1	\$
2	Three jobs. If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.		
	a Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a.	2a	\$
	b Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b	2b	\$
	c Add the amounts from lines 2a and 2b and enter the result on line 2c	2c	\$
3	Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc.	3	
4	Divide the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in Step 4(c) of Form W-4 for the highest paying job (along with any other additional amount you want withheld)	4	\$
	Step 4(b) – Deductions Worksheet (Keep for your records.)		, <u>, , , , , , , , , , , , , , , , , , </u>
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	1	\$
2	Enter:	2	\$
3	If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-"	3	\$

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

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.

Page 3

Form W-4 (2024)

Married Filing Jointly or Qualifying Surviving Spouse

Higher Paying Job								Wage & S				
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 of	r Married	Filing S	Separate	ly				

Higher Paying Job				Lowe	er Paying	Job Annua	al Taxable	Wage & S	Salary			
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 Lower Paving Job Annual Taxable Wage & Salary

				Г	reau or	nousenc	na					
Higher Paying Job				Lowe	r Paying	Job Annua	al Taxable	Wage & S	Salary			
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

Page 4



Employee's Withholding Allowance Certificate

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

First, Middle, Last Name		Social Security Number	
Address		Filing Status	
City	State ZIP Code	 Single or Married (with two or more Married (one income) Head of Household 	e incomes)
1a. Number of Regular Wit	Withholding allowances. Use othe hholding Allowances (Worksheet from the Estimated Deductions (W	,	cable.
 Total Number of Allowa Additional amount, if any, you OR 	, ,	employer agrees), (Worksheet C)	
2. Additional amount, if any, you	want withheld each pay period (if		
2. Additional amount, if any, you OR Exemption from Withholding	want withheld each pay period (if		(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.

mployee's Signature	Date
Employer's Section: Employer's Name and Address	California Employer Payroll Tax Account Number

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 <u>California Employer's Guide (DE 44)</u> (edd.ca.gov/pdf_pub_ctr/de44.pdf) provides the income tax withholding tables. This publication may be found by visiting <u>Payroll Taxes - Forms and Publications</u> (edd.ca.gov/Payroll_Taxes/Forms_and_ Publications.htm). To assist you in calculating your tax liability, please visit the <u>Franchise Tax Board (FTB)</u> (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 <u>Title 22, California Code of Regulations (CCR)</u> (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 <u>California Unemployment Insurance Code</u> (leginfo. legislature.ca.gov/faces/codes.xhtml) and section 19176 of the <u>Revenue and Taxation Code</u> (leginfo.legislature.ca.gov/faces/codes.xhtml).

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:

- 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 yours	elf — 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 amon to withholding.	unt of nonwage income not subject
1. Enter an estimate of your itemized deductions for California taxes for this tax year as listed in the schedules in the FTB F	form 540 1.
 Enter \$10,726 if married filing joint with two or more allowances, unmarried head of household, or qualifying widow(with dependent(s) or \$5,363 if single or married filing separately, dual income married, or married with multiple emp 	
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.
 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.
 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.
 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.

Woi	rksheet C Additional Tax Withholding and Estimated Tax	
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

	or married w	un manupio	Employero					
IF THE TAXABL	E INCOME IS	COMPUTED TAX IS						
OVER	BUT NOT OVER	OF AMO	JNT 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				

Unmarried/Head of Household

IF THE TAXABL	E INCOME IS	COMPUTED TAX IS					
OVER	BUT NOT OVER	OF AMOL	JNT 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			

	Married Persons								
IF THE TAXABL	E INCOME IS	CO	MPUTED TAX	IS					
OVER	BUT NOT OVER	OF AMO	JNT 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					

If you need information on your last California Resident Income Tax Return, FTB Form 540, visit (<u>FTB)</u> (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.

ORCUTT UNION SCHOOL DISTRICT and ACADEMY CHARTER

Dear Applicant,

All applicants are requested to complete this voluntary form. The data will be used solely for research and statistical purposes and in no way affects any employment decision. In accordance with State law, this form will be kept separate from your application immediately upon receipt and the information contained will not be made available to any personnel involved in the hiring process.

ETHNIC GROUP: (check one)

- HISPANIC OR LATINO
 - (a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or origin regardless of race) or NOT HISPANIC OR LATINO
- _____ DECLINE TO STATE

RACE GROUP: (check up to five)

AMERICAN INDIAN OR ALASKAN NATIVE

(a person having origins in any of the original people of North, South or Central America)

WHITE

(a person having origins in any of the original people of Europe, North Africa or the Middle East)

	CHINESE		KOREAN
	AFRICAN AMERICAN OR BLACK		VIETNAMESE
1000000-100000000000000000000000000000	ASIAN INDIAN		JAPANESE
	FILIPINO/FILIPINO AMERICAN		LAOTIAN
	CAMBODIAN		HMONG
	OTHER ASIAN		HAWAIIAN
	GUAMANIAN		SAMOAN
	TAHITIAN	<u> </u>	OTHER PACIFIC ISLANDER
	DECLINE TO STATE		
SEXUAL ORIEN	TATION: HETEROSEXUAL/STRAIGHT		GAY/LESBIAN BISEXUAL
	OTHER		NOT SURE DECLINE TO STATE
GENDER:	MALE FEMALE		NON-BINARY DECLINE TO STATE
ARE YOU HAN	DICAPPED? YES DVIDE ANY SPECIAL ACCOMMODATIONS YOU REQUIRE:		NO



Employee 2023-2024 Offer of Health Insurance

As a variable hour, part time, temporary or seasonal employee of the Orcutt Union School District for the 2023-2024 school year, you are being given the opportunity to purchase health insurance for you and your eligible children. A summary of the available insurance plan is included in this packet. If you should choose to enroll, you will be responsible for making monthly premium payments to the district's benefits office.

To request enrollment on this plan, you must submit the following items to the district's benefits office no later than two weeks from your date of hire. No late enrollments will be accepted.

- A completed and signed SISC III enrollment form
- Proof of eligibility for dependent children (birth certificates/adoption paperwork)
- First month's premium payment in the form of a check or money order in the applicable amount noted below
 - 2023-2024 Monthly Rates Two Tier Anchor Bronze Plan
 - o Employee Only: \$ 597.00

• Employee and Children: **\$1,146.00**

Subsequent monthly payments are due in full by the 25th of the month prior to the coverage month. If payment is not received by the 1st of the coverage month, your coverage will be terminated. If your employment status ends at any time during the plan year, your coverage will be terminated the first of the month following. No reinstatements will be allowed.

If you fail to provide the items required for enrollment within two weeks of your hire date, you and your dependent children will not be allowed to enroll until the next Open Enrollment Period. Members who enroll during the Open Enrollment Period will become effective October 1 of the same year. Enrollment in SISC dental, vision and life is not allowed while enrolled on the Anchor Bronze plan.

Temporary Employee 2023-2024 Declination of Health Insurance

I have read and understand the above notification. I understand that if I decline coverage or fail to provide the items required for enrollment within two weeks my hire date, I will not be able to enroll in coverage until the district's next Open Enrollment period.

I am declining health insurance coverage for the 2023-2024 plan year.

Print Name:

Signature:

Date:

Social Security Number:



Attach account document here

Return this form to your district payroll or human resources department

Authorization for Payroll Direct Deposit

Participating in Payroll Direct Deposit service is voluntary. By signing this agreement, I authorize the Santa Barbara County Education Office (SBCEO) and/or my employer to automatically deposit my net pay into my account each regular payday and, as necessary, make corrections to previous deposits. I understand that:

- Payroll direct deposit service takes effect one month after a successful preauthorization. For example, if submission
 of the preauthorization takes place in August, I will receive a warrant (check) in August and my payroll direct deposit
 service will begin in September, unless the preauthorization test fails.
 - My direct deposit service may be suspended or rescinded by my employer or SBCEO, if necessary, to meet payroll deadlines or due to other conditions.
 - I am responsible for a court ordered withholding amount, even if the amount is not deducted from my direct deposit.
- My direct deposit service will stop if my position requires a credential and if I have not renewed my expiring credential at least 30 days prior to the next payroll.
- It is my responsibility to notify my employer if I close my account; and, if my deposit cannot be credited to my closed
 account, I agree to wait until my employer receives the returned funds before receiving payment. This may take seven
 banking days.
- It is my responsibility to ensure that my net pay is properly credited to my account before issuing any debits against my account.
- My bank has until the close of the deposit date to place funds in my account.

I agree to hold harmless and indemnify my employer and SBCEO, and their employees, from any claim or demand of whatever nature, including those based upon negligence, brought by any person, including any financial institution, for failure or delay in making deposits and/or corrections to deposits as herein authorized.

This authorization replaces any previously made by me and remains in effect until I cancel or submit a new authorization.

Employee Name	Employee ID # or Last 4 digits of	SSN Employer
Employee Signature	Date	The Change Cancer
Please enter your e-mail add	ess for direct deposit:	
	d check or bank statement displaying your accoun outing numbers are incomplete on this document.	t and routing numbers. Do not attach a deposit slip
Amounts, per	entages, remaining balance, or ALL of Net pay are	applied in a specific order (1-3).
(1) Deposit \$ (2) Deposit \$	net pay may be sent to three different banking in:) with the Teachers' credit union 5 with Coast Hills <u>TIRE</u> or Remaining Balance of net pay to Raboban	
1	Checking or Savings	Amount \$ or Percent % of net pay
Name of banking institution	\checkmark	
2	Checking or Savings	Amount \$ or Percent % of net pay
Name of banking institution		
3 Name of banking institution	<u>Checking or Savings</u>	ENTIRE net pay or Remaining Balance
wante of bunking institution		CDAC 20

SBAS-38 rev 8/17



Our Mission

Opportunities for learning are limitless. The Orcutt Union School District's mission is to nurture, educate, empower, and inspire our children to successfully navigate and thrive in an ever changing world.

Our Vision

As the heart of the communities we serve, the Orcutt Union School District will foster high levels of student success through multiple pathways of learning. By offering a world-class education, our district will lead the way in innovation and creativity, and will be known for its caring, collaborative and inclusive culture.

Our Goals

High Quality Instruction: We will provide and support engaging, high quality instruction, which promotes active learning and maximizes student achievement.

21st Century Skills: We will provide students with an innovative 21st century curriculum that will enable them to compete in a global society.

Flexible Learning Environments: We will create flexible learning environments that will encourage new delivery models and expand students' opportunities for learning.

Whole Child: We will provide a rich and diverse curriculum in a positive and safe atmosphere to address the needs of the whole child.

Resources: We will utilize our existing and future resources and explore new avenues to support the goals of our district.

														,												
	M	Т	W	Т	F	M	T	W	Т	F	М	Т	W	Т	F	Μ	Т	W	Т	F	M	Т	W	Т	F	
July 2023	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					
Aug		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		17
Sept					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	19/1
Oct	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				22
Nov			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		15/4
Dec					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	11/3
Jan 2024	T	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			17/2
Feb				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29		19/2
March					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	19/1
April	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				17
Мау			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	22/1
June	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						3

Orcutt Union School District 2023/2024 Classified School Employees' Calendar

Jul. 4, 2023	Independence Day	Holiday per CSEA Contract	l by supervisor
Aug. 8	Convocation Day	1 st day in paid status/10 month employees – Mandatory attendance, unless directed	
Aug. 9	Non student day	**non working day for <u>most</u> 10 & 11 month	
Aug. 9	WOW day 7 th grade	First day of classes/7 th grade only **non work day for <u>most</u> 10 & 11 month	
Aug. 10	1 st day classes for all others	2 nd day in paid status/10 month employees	
Sep. 4	Labor Day	Holiday per CSEA Contract	
Sep. 5	Non student day	Staff development day/**non working day for <u>most</u> 10 & 11 month	
Nov. 1	Non student day	Staff development day/**non working day for <u>most</u> 10 & 11 month	
Nov. 10 Nov. 20-24	Veteran's Day Thanksgiving Break	Holiday per CSEA Contract Nov. 22, 23, 24 Holidays per CSEA Contract Dec. 22, 25, 29 & Jan.1 Holidays per CSEA Contract	Red = Paid Holiday per CSEA Contract Yellow shaded = Staff development days
Dec. 18 - Jan.5, 2024 Jan. 15	Winter Break Martin Luther King Day	Holiday per CSEA Contract	Blue Shaded = Non Student days **Staff development days are subject to change. If you are a 10 or 11 month
Feb. 12	Lincoln's Birthday	Holiday per CSEA Contract	employee and your department/site
	President's Day	Holiday per CSEA Contract	requests you to work on staff
Feb. 19 Mar. 4	Non student day	Staff development day/**non working day for most 10 & 11 month	development or non student days, please
Mar. 29 – Apr. 5	Spring Break	Mar. 29 Holiday per CSEA Contract	submit a time sheet. Some classifications
	Memorial Day	Holiday per CSEA Contract	may be required working on non student
May 27 Jun. 4	7 th graders	Last day of school	days – for example 7^{th} grade 1^{st} day,
Jun. 5	All other grades	Last day of school & graduations	Nutrition staff, Campus Connection, etc.
Jun. 19	Juneteenth	Holiday per CSEA Contract	Please submit a time sheet for this time.

**12 month employees work ALL days, with the exception of the 16 paid holidays

Pay Dates:

July 31, 2023

August 31, 2023

September 29, 2023

October 31, 2023

November 30, 2023

December 28, 2023

January 31, 2024

February 29, 2024

March 29, 2024

April 30, 2024

May 31, 2024

June 28, 2024

ORCUTT UNION SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE 2023-24

Step 1		1	Step 2		Ste	Step 3		Step 4		Step 5		Step 6	
Range	Monthly	Hourly	Monthly	Hourly	Monthly		Monthly	Hourly	Monthly	Hourly	Monthly		
7	3,015	17.33	3,015	17.33	3,182	18.29	3,342	19.21	3,506	20.15	3,683	21.17	
8	3,015	17.33	3,106	17.85	3,261	18.74	3,425	19.68	3,596	20.67	3,775	21.70	
9	3,032	17.43	3,183	18.29	3,344	19.22	3,509	20.17	3,685	21.18	3,868	22.23	
10	3,107	17.86	3,263	18.75	3,427	19.70	3,597	20.67	3,777	21.71	3,965	22.79	
11	3,186	18.31	3,345	19.22	3,511	20.18	3,688	21.20	3,870	22.24	4,065	23.36	
12	3,265	18.76	3,429	19.71	3,599	20.68	3,779	21.72	3,968	22.80	4,167	23.95	
13	3,347	19.24	3,514	20.20	3,689	21.20	3,873	22.26	4,068	23.38	4,271	24.55	
14	3,431	19.72	3,601	20.70	3,782	21.74	3,971	22.82	4,169	23.96	4,377	25.16	
15	3,515	20.20	3,691	21.21	3,875	22.27	4,082	23.46	4,273	24.56	4,486	25.78	
16	3,603	20.71	3,784	21.75	3,973	22.83	4,172	23.98	4,380	25.17	4,599	26.43	
17	3,693	21.22	3,878	22.29	4,072	23.40	4,276	24.57	4,489	25.80	4,712	27.08	
18	3,787	21.76	3,979	22.87	4,174	23.99	4,383	25.19	4,602	26.45	4,832	27.77	
19	3,880	22.30	4,074	23.41	4,279	24.59	4,492	25.82	4,716	27.10	4,951	28.45	
20	3,978	22.86	4,177	24.01	4,385	25.20	4,604	26.46	4,834	27.78	5,075	29.17	
21	4,077	23.43	4,281	24.60	4,496	25.84	4,719	27.12	4,954	28.47	5,203	29.90	
22	4,179	24.02	4,388	25.22	4,607	26.48	4,836	27.79	5,079	29.19	5,332	30.64	
23	4,283	24.61	4,498	25.85	4,721	27.13	4,959	28.50	5,205	29.91	5,467	31.42	
24	4,392	25.24	4,609	26.49	4,840	27.82	5,081	29.20	5,334	30.66	5,602	32.20	
25	4,500	25.86	4,724	27.15	4,961	28.51	5,208	29.93	5,470	31.44	5,744	33.0	
26	4,612	26.51	4,843	27.83	5,086	29.23	5,339	30.68	5,606	32.22	5,886	33.8	
27	4,728	27.17	4,964	28.53	5,212	29.95	5,473	31.45	5,746	33.02	6,033	34.6	
28	4,845	27.84	5,088	29.24	5,343	30.71	5,610	32.24	5,890	33.85	6,183	35.5	
29	4,966	28.54	5,215	29.97	5,477	31.48	5,749	33.04	6,036	34.69	6,339	36.4	
30	5,091	29.26	5,345	30.72	5,612	32.25	5,894	33.87	6,186	35.55	6,497	37.34	
31	5,217	29.98	5,479	31.49	5,752	33.06	6,040	34.71	6,344	36.46	6,659	38.2	
32	5,350	30.75	5,616	32.28	5,896	33.89	6,191	35.58	6,500	37.36	6,825	39.2	
33	5,483	31.51	5,757	33.09	6,044	34.74	6,347	36.48	6,662	38.29	6,996	40.2	
34	5,620	32.30	5,899	33.90	6,195	35.60	6,505	37.39	6,831	39.26	7,171	41.2	
35	5,760	33.10	6,047	34.75	6,350	36.49	6,667	38.32	7,000	40.23	7,350	42.24	
36	5,903	33.93	6,199	35.63	6,508	37.40	6,834	39.28	7,175	41.24	7,534	43.30	
37	6,051	34.78	6,353	36.51	6,671	38.34	7,005	40.26	7,354	42.26	7,722	44.3	
38	6,203	35.65	6,512	37.43	6,837	39.29	7,180	41.26	7,538	43.32	7,915	45.4	
39	6,357	36.53	6,674	38.36	7,008	40.28	7,358	42.29	7,726	44.40	8,113	46.6	
40	6,515	37.44	6,842	39.32	7,185	41.29	7,543	43.35	7,920	45.52	8,314	47.7	
41	6,680	38.39	7,013	40.30	7,363	42.32	7,732	44.44	8,117	46.65	8,523	48.9	
42	6,845	39.34	7,189	41.32	7,548	43.38	7,924	45.54	8,322	47.83	8,735	50.2	
43	7,017	40.33	7,367	42.34	7,736	44.46	8,122	46.68	8,529	49.02	8,955	51.47	
44	7,193	41.34	7,552	43.40	7,929	45.57	8,326	47.85	8,743	50.25	9,179	52.75	

Board Approved January 10, 2024

ORCUTT UNION SCHOOL DISTRICT RECOGNITION AGREEMENT

The Orcutt Union School District and the California School Employees' Association, Orcutt Chapter #255, agree that the following comprises an appropriate unit of classified employees:

All employees, other than management, confidential and supervisory, as designated by the Orcutt School District Board of Trustees, or who are excluded below, who are classified employees as defined by Section 45103 of the California Education Code and who hold the following positions in the District:

	Range		Range	
Accounting Clerk	20	Health Assistant	19	
Accounting Clerk, Child Care	21	Information Technology Specialist	36	
Accounting Technician	25	Information Technology Specialist, Lead	42	
Accounting Technician, Senior	28	Instructional Assistant	8	
Administrative Assistant	30	Instructional Assistant I/Special Ed	12	
ASES Coordinator	20	Instructional Assistant II/Special Ed	13	
ASES Homework Coach	8	Instructional Assistant, Bilingual	11	
Attendance Clerk	12	Instructional Assistant, Music	10	
AV Technician	27	Instructional Assistant, PE	11	
Bus Attendant	11	Instructional Assistant, Preschool	11	
Bus Driver	19	Licensed Vocational Nurse (LVN)	27	
Bus Driver, Lead	23	Maintenance Craftsperson	26	
Charter High School ASB Activities Technician	21	Maintenance Craftsperson, Lead	30	
Charter High School Athletic Coordinator	30	Maintenance Worker	19	
Charter High School Media Career Technician	15	Maintenance Worker, Senior	21	
Charter High School Office Manager	25	Maintenance Worker, Senior Technology	25	
Charter High School Registrar	19	Materials Production Specialist	18	
Child Care Assistant	8	Media Clerk	14	
Child Care Camp Coordinator	17	Media Specialist	15	
Child Care Coordinator	17	Media Specialist, Lead	18	
Child Care Coordinator, Assistant	14	Network Systems Specialist	42	
Child Care Coordinator, Lead	18	Noon Duty Supervisor	7	
Child Nutrition Cashier	9	Office Assistant	17	
Child Nutrition, Office Assistant	15	Office Manager, Child Care	22	
Child Nutrition Cook	11	Office Manager, Child Nutrition	22	
Child Nutrition Cook, Senior	12	Office Manager, MOT	22	
Child Nutrition Production, Lead	18	Office Manager, Pupil Services	24	
Child Nutrition Transport Cook, Senior	13	Office Manager, School	22	
Child Nutrition Transport Worker	11	Painter	26	
Child Nutrition Unit Lead, Olga Reed	18	Painter, Lead	29	
Child Nutrition Worker	9	Payroll Clerk	21	
Clerical Assistant	8	Payroll Technician	22	
Community Liaison	14	Payroll Technician, Senior	28	
Computer Specialist	14	Preschool Instructor	20	
Computer Technician	24	Pupil Services Analyst	30	
Custodian	15	Purchasing Agent/Storekeeper	34	
Custodian, Day Lead	27	Receptionist	18	
Custodian, Head	18	Receptionist, Bilingual/Sub Coordinator	19	

Custodian, Night Lead	25	Registered Behavior Technician	15
Data Specialist	31	Secretary	18
Delivery Driver	17	Secretary, Bilingual	19
District Accounting Specialist	33	Secretary, Senior	24
District Child Care Coordinator	19	Secretary, Senior II, Technology	26
Driver	15	Student Data Technician	14
Educational Services Support Clerk	18	Technology Application Specialist	29
Facilities & Maintenance Coordinator	41	Transportation Coordinator/Trainer	30
Grounds Maintenance Worker I	19	Utility Worker	18
Grounds Maintenance Worker II	22	Vehicle & Equipment Mechanic	28
Grounds Maintenance Worker III	25	Vehicle & Equipment Mechanic, Assistant	20
Grounds Maintenance Worker, Lead	29	Vehicle & Equipment Mechanic, Lead	32
Grounds Maintenance Worker, Field Services Technician	25	Warehouse, Delivery Driver	18
		Warehouse, Distribution Specialist	21

Excluded from the unit are all employees whose position is not listed above, substitute employees, any other short-term employees as designated in Education Code Section 45103, and all management and confidential employees as designated by the Orcutt Union School District as follows:

Administrative Assistant, Business Services Administrative Assistant, Certificated Personnel Administrative Assistant, Classified Personnel Administrative Assistant, Superintendent Behavior Intervention Specialist Custodial Supervisor Director of Child Care Services Director of Child Nutrition Director of Fiscal Services Director of Maintenance, Operations & Transportation Occupational Therapist Operations Supervisor

The undersigned parties further agree that the above description is a complete agreement by the parties and that neither party will appeal the appropriate unit to the Public Employment Relations Board or to any court. All newly positions shall be a part of the bargaining unit except those that are specifically management and confidential.

On behalf of California School Employee' Association Orcutt Chapter #255 President, Shirley Juarez	Date	
On behalf of Orcutt Union School District Superintendent, Dr. Holly Edds	Date	



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

BOARD OF TRUSTEES SHAUN HENDERSON LISA MORININI LIZ PHILLIPS MARK STELLER MELANIE WAFFLE

HOLLY EDDS, Ed.D. District Superintendent JOSEPH DANA Assistant Superintendent SUSAN SALUCCI Assistant Superintendent SANDRA KNIGHT, Esq. Assistant Superintendent

BP 4119.11(a) BP 4219.11(a) BP 4319.11(a) SEXUAL HARASSMENT

The Board of Trustees prohibits sexual harassment of district employees. The Board also prohibits retaliatory behavior or action against districts employees or other persons who complain, testify or otherwise participate in complaint process established pursuant to this policy and administrative regulation. This policy shall apply to all district employees and, when applicable, to interns, volunteers, and job applicants.

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

- 1. Providing training to employees in accordance with law and administrative regulation
- 2. Publicizing and disseminating the District's sexual harassment policy to staff
- 3. Ensuring prompt, thorough, and fair investigation of complaints
- 4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

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

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

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

Complains of sexual harassment shall be filed in accordance with AR 4030 Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint. Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

For further information or to file a complaint, please contact:

Susan Salucci Assistant Superintendent, Human Resources Discrimination/Equity & Title IX Compliance Office 500 Dyer Street, Orcutt, CA 93455 (805) 938-8909 <u>ssalucci@orcutt-schools.net</u>

Ralph Duniap * Joe Nightingale * Patterson Road, * Pine Grove * Alke Shaw * Olga Reed * Orcutt Junior. High * Lakeview Junior. High * Orcutt Academy Charter Administration Office: * 500 Dyer Street * Orcutt, CA 93455 * (805) 938-8900 * (805) 938-8919 fax

Uniform Complaint Procedures (UCP) Annual Notice for 2019–2020

Orcutt Union School District

For students, employees, parents/guardians, school and district advisory committee members, private school officials, and other interested parties

The Orcutt Union School District annually notifies our its students, employees, parents or guardians of its students, the district advisory committee, school advisory committees, appropriate private school officials, and other interested parties of the Uniform Complaint Procedures (UCP) process.

The Orcutt Union School District is primarily responsible for compliance with federal and state laws and regulations, including those related to unlawful discrimination, harassment, intimidation or bullying against any protected group, and all programs and activities that are subject to the UCP in:

Adult Education	Economic Impact Aid				
After School Education and Safety	Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in a school district				
Agricultural Vocational Education	English Learner Programs				
American Indian Education Centers and Early Childhood Education Program Assessments	Every Student Succeeds Act / No Child Left Behind (Titles I–VII)				
Bilingual Education	Local Control and Accountability Plans (LCAP)				
California Peer Assistance and Review Programs for Teachers	Migrant Education				
Career Technical and Technical Education; Career Technical; Technical Training	Physical Education Instructional Minute (for grades one through six)				
Career Technical Education	Pupil Fees				
Child Care and Development	Reasonable Accommodations to a Lactating Pupil				
Child Nutrition	Regional Occupational Centers and Programs				
Compensatory Education	School Safety Plans				
Consolidated Categorical Aid	Special Education				
Course Periods without Educational Content (for grades nine through twelve)	State Preschool				
	Tobacco-Use Prevention Education				

Page 1 of 2

- 1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
- 2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- 3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or our superintendent or his or her designee. A pupil fees and/or an LCAP complaint may be filed anonymously, however, the complainant must provide evidence or information leading to evidence to support the complaint.

A pupil enrolled in a school in our district shall not be required to pay a pupil fee for participation in an educational activity.

A pupil fee complaint shall be filed no later than one year from the date the alleged violation occurred.

We shall post a standardized notice of the educational rights of pupils in foster care, pupils who are homeless, and former juvenile court pupils now enrolled in a school district as specified in EC Sections 48853, 48853.5, 49069.5, 51225.1, and 51225.2. This notice shall include complaint process information, as applicable.

The staff member, position, or unit responsible to receive UCP complaints in our agency is:

Name or title: Susan Salucci, Assistant Superintendent, Human Resources

Unit or office: Orcutt Union School District Human Resources

Address: 500 Dyer Street Orcut, CA 93455

Phone: (805) 938-8900 E-mail address: ssalucci@orcutt-schools.net

Complaints will be investigated and a written report with a Decision will be sent to the complainant within sixty (60) days from the receipt of the complaint. This time period may be extended by written agreement of the complainant. The person responsible for investigating the complaint shall conduct and complete the investigation in accordance with our UCP policies and procedures.

The complainant has a right to appeal our Decision of complaints regarding specific programs and activities subject to the UCP, pupil fees and the LCAP to the California Department of Education (CDE) by filing a written appeal within 15 days of receiving our Decision. The appeal must be accompanied by a copy of the originally-filed complaint and a copy of our Decision.

We advise any complainant of civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable.

Copies of our Uniform Complaint Procedures process shall be available free of charge.



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

BOARD OF TRUSTEES SHAUN HENDERSON LISA MORININI LIZ PHILLIPS MARK STELLER MELANIE WAFFLE

HOLLY EDDS, Ed.D. District Superintendent JOSEPH DANA Assistant Superintendent SUSAN SALUCCI Assistant Superintendent SANDRA KNIGHT, Esq. Assistant Superintendent

- TO: Newly Hired Classified Employees
- FROM: Susan Salucci, Assistant Superintendent Human Resources
- SUBJECT: Notification of Reasonable Assurance for the 2023/24 School Year
- DATE: July 1, 2023

You are hereby notified that you have **Reasonable Assurance** of returning to work in your usual capacity after the close of all holiday and recess periods during the current school year. Your services will not be needed during the recess periods unless you are notified in writing..

We are required by law to inform you that you may file an Unemployment Insurance (UI) claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department (EDD) and not by this school district. If you are denied benefits, and then not rehired after the recess period, you may be entitled to UI benefits retroactive to the date you filed an initial UI claim, if you are otherwise eligible and you filed a claim for each week, and if a claim for retroactive benefits is made within 30 days of the start of the next school year/term.

UI claims are filed on-line at <u>www.edd.ca.gov</u> or by telephone at 800-300-5616. You will need to provide your Social Security number and your last day worked. If you file an unemployment insurance claim, the following address should be given to EDD in order to expedite your claim:

Orcutt Union School District c/o WORKFORCE SOLUTIONS P.O. BOX 23020 Oakland, CA 94623-2302

Ralph Dunlap * Joe Nightingale * Patterson Road. * Pine Grove * Alice Shaw * Olga Reed * Orcutt Junior. High * Lakeview Junior. High * Orcutt Academy Charter Administration Office: * 500 Dyer Street * Orcutt, CA 93455 * (805) 938-8900 * (805) 938-8919 fax

Windfall Elimination Provision

(11.1



Your Social Security retirement or disability benefits may be reduced

If you work for an employer who does not withhold Social Security taxes from your salary, such as a government agency or an employer in another country, any pension you get based on that work may reduce your Social Security benefits.

The Windfall Elimination Provision affects how the amount of your retirement or disability benefit is calculated if you receive a pension from work where Social Security taxes were not taken out of your pay. A modified formula is used to calculate your benefit amount, resulting in a lower Social Security benefit than you otherwise would receive.

When your benefits may be affected

The Windfall Elimination Provision primarily affects you if you earned a pension in any job where you did not pay Social Security taxes and you also worked in other jobs long enough to qualify for a Social Security retirement or disability benefit.

For example, this provision affects Social Security benefits when any part of a person's federal service after 1956 is covered under the Civil Service Retirement System (CSRS). However, federal service where Social Security taxes are withheld (Federal Employees' Retirement System) will not reduce your Social Security benefit amounts.

The Windfall Elimination Provision may apply if:

- You reached 62 after 1985; or
- You became disabled after 1985, and
- You first became eligible for a monthly pension based on work where you did not pay Social Security taxes after 1985, even if you are still working.

Why a different formula is used

Social Security benefits are intended to replace only a percentage of a worker's pre-retirement earnings. The way Social Security benefit amounts are figured, lower-paid workers get a higher return than highly paid workers. For example, lower-paid workers could get a Social Security benefit that equals about 55 percent of their pre-retirement earnings. The average replacement rate for highly paid workers is about 25 percent.

Before 1983, people who worked mainly in a job not covered by Social Security had their Social Security benefits calculated as if they were long-term, low-wage workers. They had the advantage of receiving a Social Security benefit representing a higher percentage of their earnings, plus a pension from a job where they did not pay Social Security taxes. Congress passed the Windfall Elimination Provision to remove that advantage.

How it works

Social Security benefits are based on the worker's average monthly earnings adjusted for inflation. We separate your average earnings into three amounts and multiply the amounts using three factors. For example, for a worker who turns 62 in 2013, the first \$791 of average monthly earnings is multiplied by 90 percent; the next \$3,977 by 32 percent; and the remainder by 15 percent. The sum of the three amounts equals the total monthly payment amount.

The 90 percent factor is reduced in the modified formula and phased in for workers who reached age 62 or became disabled between 1986 and 1989. For those who reach 62 or became disabled in 1990 or later, the 90 percent factor is reduced to 40 percent.

There are exceptions to this rule. For example, the 90 percent factor is not reduced if you have 30 or more years of "substantial" earnings in a job where you paid Social Security taxes. See the first table that lists the amount of substantial earnings for each year.

The second table shows the percentage used depending on the number of years of substantial earnings. If you have 21 to 29 years of substantial earnings, the 90 percent factor is reduced to between 45 and 85 percent. To see the maximum amount your benefit could be reduced, visit *www.socialsecurity.gov/ retire2/wep-chart.htm*.

Some exceptions...

The Windfall Elimination Provision does not apply if:

- You are a federal worker first hired after December 31, 1983;
- You were employed on December 31, 1983, by a nonprofit organization that did not withhold Social Security taxes from your pay at first, but then began withholding Social Security taxes from your pay;
- Your only pension is based on railroad employment;
- The only work you did where you did not pay Social Security taxes was before 1957; or
- You have 30 or more years of substantial earnings under Social Security.

The Windfall Elimination Provision does not apply to survivors benefits. However, benefits may be reduced for widows or widowers because of another provision of the law. Ask for *Government Pension Offset* (Publication No. 05-10007).

...and a guarantee

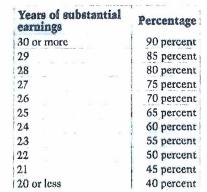
If you get a relatively low pension, you are protected. The reduction in your Social Security benefit cannot be more than one-half of the amount of your pension that is based on earnings after 1956 on which you did not pay Social Security taxes.

Contacting Social Security

For more information and to find copies of our publications, visit our website at *www.socialsecurity.gov* or call toll-free, **1-800-772-1213** (for the deaf or hard of hearing, call our TTY number, 1-800-325-0778). We treat all calls confidentially. We can answer specific questions from 7 a.m. to 7 p.m., Monday through Friday. Generally, you'll have a shorter wait time if you call during the week after Tuesday. We can provide information by automated phone service 24 hours a day.

We also want to make sure you receive accurate and courteous service. That is why we have a second Social Security representative monitor some telephone calls.

Year	Substantial earnings	Year	Substantial earnings
1937-1954	\$900	1990	\$9,525
1955-1958	\$1,050	1991	\$9,900
1959-1965	\$1,200	1992	\$10,350
1966-1967	\$1,650	1993	\$10,725
1968-1971	\$1,950	1994	\$11,250
1972	\$2,250	1995	\$11,325
1973	\$2,700	1996	\$11,625
1974	\$3,300	1997	\$12,150
1975	\$3,525	1998	\$12,675
1976	\$3,825	1999	\$13,425
1977	\$4,125	2000	\$14,175
1978	\$4,425	2001	\$14,925
1979	\$4,725	2002	\$15,750
1980	\$5,100	2003	\$16,125
1981	\$5,550	2004	\$16,275
1982	\$6,075	2005	\$16,725
1983	\$6,675	2006	\$17,475
1984	\$7,050	2007	\$18,150
1985	\$7,425	2008	\$18,975
1986	\$7,875	2009-2011	\$19,800
1987	\$8,175	2012	\$20,475
1988	\$8,400	2013	\$21,075
1989	\$8,925		



WWW.socialscentity.gov



Social Security Administration SSA Publication No. 05-10045 ICN 460275 Unit of Issue - HD (one hundred) January 2013 (Recycle prior editions)

Printed on recycled paper

Government Pension Offset



A law that affects spouses and widows or widowers

If you receive a pension from a federal, state or local government based on work where you did not pay Social Security taxes, your Social Security spouse's or widow's or widower's benefits may be reduced. This fact sheet provides answers to questions you may have about the reduction.

How much will my Social Security benefits be reduced?

Your Social Security benefits will be reduced by two-thirds of your government pension. In other words, if you get a monthly civil service pension of \$600, two-thirds of that, or \$400, must be deducted from your Social Security benefits. For example, if you are eligible for a \$500 spouse's, widow's or widower's benefit from Social Security, you will receive \$100 per month from Social Security (\$500 - \$400 = \$100).

If you take your government pension annuity in a lump sum, Social Security still will calculate the reduction as if you chose to get monthly benefit payments from your government work.

Why will my Social Security benefits be reduced?

Benefits we pay to wives, husbands, widows and widowers are "dependent's" benefits. These benefits were established in the 1930s to compensate spouses who stayed home to raise a family and who were financially dependent on the working spouse. But as it has become more common for both spouses in a married couple to work, each earned his or her own Social Security retirement benefit. The law has always required that a person's benefit as a spouse, widow or widower be offset dollar for dollar by the amount of his or her own retirement benefit. In other words, if a woman worked and earned her own \$800 monthly Social Security retirement benefit, but she also was due a \$500 wife's benefit on her husband's Social Security record, we could not pay that wife's benefit because her own Social Security benefit offset it. But, before enactment of the Government Pension Offset provision, if that same woman was a government employee who did not pay into Social Security, and who earned an \$800 government pension, there was no offset, and we were required to pay her a full wife's benefit in addition to her government pension.

If this government employee's work had instead been subject to Social Security taxes, any Social Security benefit payable as a spouse, widow or widower would have been reduced by the person's own Social Security retirement benefit. In enacting the Government Pension Offset provision, Congress intended to ensure that when determining the amount of spousal benefit, government employees who do not pay Social Security taxes would be treated in a similar manner to those who work in the private sector and do pay Social Security taxes.

When won't my Social Security benefits be reduced?

Generally, your Social Security benefits as a spouse, widow or widower will not be reduced if you:

- Are receiving a government pension that is not based on your earnings; or
- Are a federal (including Civil Service Offset), state or local government employee whose government pension is based on a job where you were paying Social Security taxes; and
 - -you filed for and were entitled to spouse's, widow's or widower's benefits before April 1, 2004; or

—you paid Social Security taxes on your earnings during the last 60 months of government service. (Under certain conditions, fewer than 60 months may be required for people whose last day of employment falls after June 30, 2004, and before March 2, 2009.)

Also, there are other situations where Social Security benefits as a spouse, widow or widower will not be reduced; for example, if you:

- Are a federal employee who elected to switch from the Civil Service Retirement System (CSRS) to the Federal Employees' Retirement System (FERS) after December 31, 1987; and
 - —you filed for and were entitled to spouse's, widow's or widower's benefits before April 1, 2004; or
 - —your last day of service (that your pension is based on) is before July 1, 2004; or
 - -you paid Social Security taxes on your earnings for 60 months or more during the period beginning January 1988 and ending with the first month of entitlement to benefits; or
- Received or were eligible to receive a government pension before December 1982 and meet all the requirements for Social Security spouse's benefits in effect in January 1977; or
- Received or were eligible to receive a federal, state or local government pension before July 1, 1983, and were receiving one-half support from your spouse.

Note: A Civil Service Offset employee is a federal employee, rehired after December 31, 1983, following a break in service of more than 365 days, with five years of prior CSRS coverage.

What about Medicare?

Even if you do not receive cash benefits based on your spouse's work, you still can get Medicare at age 65 on your spouse's record if you are not eligible for it on your own record.

Can I still get Social Security benefits from my own work?

The offset applies only to Social Security benefits as a spouse or widow or widower. However, your own benefits may be reduced because of another provision of the law. For more information, ask for *Windfall Elimination Provision* (Publication No. 05-10045).

Contacting Social Security

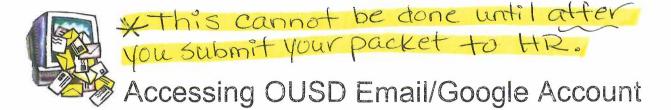
For more information and to find copies of our publications, visit our website at *www.socialsecurity.gov* or call toll-free, **1-800-772-1213** [for the deaf or hard of hearing, call our TTY number, **1-800-325-0778**]. We treat all calls confidentially. We can answer specific questions from 7 a.m. to 7 p.m., Monday through Friday. Generally, you'll have a shorter wait time if you call during the week after Tuesday. We can provide information by automated phone service 24 hours a day.

We also want to make sure you receive accurate and courteous service. That is why we have a second Social Security representative monitor some telephone calls.

www.socialsceurity.gov

Printed on recycled paper





- 1. Go to the district webpage: <u>www.orcutt-schools.net</u>.
- 2. Click or move the cursor onto the STAFF tab.
- 3. Click the drop down arrow and then choose Email Login, which will take you to a Google page, click the "Log In" box on the upper right, then you will see this Google Sign in box.

Google
Sign in
to continue to Gmail
Email or phone
Forgot email?
Not your computer? Use Guest mode to sign in privately. Learn more
Create account

- Email account is: first initial+last name@orcutt-schools.net (in most circumstances)
 Example: Mickey Mouse's email account would be mmouse@orcutt-schools.net
- 5. Temporary Password: Welcome2023!

If you need assistance, please call Michele-Tech dept. 805-938-8945.

Benefit. Participants who receive a lump sum benefit payment are not permitted to repay the Plan in order to restore his or her right to a retirement benefit. For Participants who made mandatory contributions to the Plan, a portion of the lump sum distribution will be nontaxable, as determined by relevant regulations or rulings.

If the lump sum value of your benefit is \$5,000 or less, the plan will cash-out your accumulated benefit after receipt of your signed SISC Request for Benefit Payment form.

If the lump sum value is greater than \$5,000, you will be offered a one-time choice of receiving a lump sum payment, or deferring any benefit payments until age 65.

Some lump sum distributions may qualify to be rolled over into an Individual Retirement Account (IRA) or other Qualified Retirement Plan. Lump sums that are not rolled over into an IRA are subject to ordinary income tax withholding. There is also an additional tax if the distribution occurs before you reach age 59½. You should consult a qualified tax advisor for more complete information.

FUNDING

For all Participants hired prior to January 1, 2013, the plan is 100% funded by your emplayer. You do not make any contributions. These individuals are NOT subject to the mandatory employee contributions under the Public Employee's Pension Reform Act (PEPRA).

All Participants hired on or after January 1, 2013 <u>are</u> subject to the mandatory employee contributions as required under PEPRA. Employees shall pay the mandatory employee contributions by a reduction in pay on an **after-tax basis only**. Information regarding the annual employee contribution rate is available from your employer.

NOTE: **ANY** Participant who terminates from the Plan and receives a distribution of his or her entire Accrued Benefit (or a refund of the mandatory employee contributions plus interest), and then resumes employment covered under the Plan, such employee shall be considered a NEW employee and will be subject to the mandatory employee contributions under PEPRA.

All contributions are held and invested by a Trustee appointed by the Plan Administrator.

DEATH BENEFITS

No death benefits are payable under this plan on behalf of Participants who did not make mandatory employee contributions. However, if the death of a Participant occurs **after** retirement or termination of employment, **and** the SISC Request for Benefit Payment form, signed by the Participant, has been received by SISC, the benefits shall be payable to the Participant's estate in a lump sum payment. Benefits accumulated for participants who pass away but did not submit a Request for Benefit Payment form will remain in the plan.

Death benefits are payable for Participants who made mandatory employee contributions to the Plan. The lump sum benefit amount shall be Participant's total amount of employee contributions plus interest. The benefit shall be paid to the Beneficiary designated by the Participant. If a Participant fails

to designate a Beneficiary, or the Beneficiary predeceases the Participant, the benefit shall be payable to the Participant's estate.

The Plan Administrator may require verification of death.

PARTICIPATING DISTRICTS

You can only receive benefits from the plan once employment has ceased with all participating employers or if you are over the age of 62. Each employer will notify you if you are participating in this plan.

HOW TO APPLY FOR BENEFITS

When you terminate employment with all participating employers, it is your responsibility to fill out and send a SISC Defined Benefit Plan Request for Benefit Payment form to the SISC office in order to receive benefits. Request for Benefit Payment forms must reach the SISC office by January 10th, following the year you retire or terminate. Benefit Payment form.

REMEMBER: ANY Participant who terminates from the Plan and receives a distribution of his or her entire Accrued Benefit (or a refund of the mandatory employee contributions plus interest), and then resumes employment covered under the Plan, such employee shall be considered a NEW employee and will be subject to the mandatory employee contributions under PEPRA.

PLAN ADMINISTRATOR

Every effort has been made to be as accurate as possible in communicating the highlights of this plan. All information is subject to correction if an error is discovered. In all cases, the retirement plan document governs the operation of the plan. If you have any questions, please contact the Plan Administrator at:



Self-Insured Schools of California Schools Helping Schools

Larry E. Reider Education Center (physical) 2000 K Street – 5th Floor Bakersfield, CA 93301-4533

P.O. Box 1808 Bakersfield, CA 93303-1808 (mailing)

Phone (661) 636-4710 (800) 972-1727 • Fax (661) 636-4063

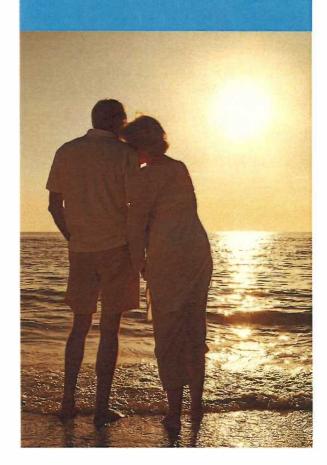
sisc.kern.org/dbp

A joint powers authority administered by the Kern County Superintendent of Schools Office, Mary C. Barlow, Superintendent



Defined Benefit Plan

Highlights for part-time, temporary & seasonal employees



THE PLAN

The SISC Defined Benefit Plan is a qualified pension plan adopted by your employer as an alternative to Social Security. Benefits are designed to be paid out at age 65, however you can receive your benefits in cash as a full lump sum distribution after you leave employment with all participating employers or retire. There is no specified length of time you must work in order to receive benefits. You are 100% vested in any benefits you accumulate beginning on your date of participation. Because it is a qualified retirement plan, the tax deductibility of an Individual Retirement Account (IRA) may be affected in certain circumstances. We recommend that you consult with a qualified tax advisor for more complete information.

ELIGIBILITY AND PARTICIPATION

In general, employees who are not participating in any other retirement plan of the employer, county, or state are eligible for the plan. In most cases employees who are members of, or retired from, PERS or STRS are not eligible for participation in the SISC Defined Benefit Plan. Your employer will notify you of your eligibility. Participation begins upon your date of enrollment in the plan (i.e. the first payroll reported by your employer).

If you become eligible for Public Employees' Retirement System (PERS) or State Teachers' Retirement System (STRS), contributions to the SISC Defined Benefit Plan end and you enroll in PERS or STRS. The benefit accumulated under the SISC plan is not paid until you terminate employment with all participating employers with whom you earned benefits under the SISC plan and apply for benefits.

BENEFIT ACCUMULATION

You immediately begin to accumulate benefits for each hour you work upon your date of enrollment in the plan. Any benefits you accumulate are immediately vested. There is no waiting period or amount of time you must be employed by o porticipating employer in order to earn a "vested" right to your benefits. An annual statement of your accumulated benefits will be mailed to you each year in October.

BENEFIT PAYOUT

Since this is a retirement plan, benefits are designed to be paid out as a monthly lifetime benefit after reaching age 65 or later. Monthly retirement payments will begin no later than 60 days after the close of the plan year in which retirement occurs.

You may choose to cash-out the full value of your benefits after retirement or termination of employment with all participating employers. Lump sum distributions from the plan occur once a year. The plan operates on a calendar year basis, from January 1 to December 31.

Cashouts for employees who have retired or terminated effective December 31st, and have submitted a Request for Benefit Payment form to the SISC office by January 10th, will receive payment no later than 60 days after the close of the plan year in which retirement or termination occurs. Effective January 1, 2009, a participant who has attained at least age 62 by the end of the plan year but has not incurred a termination of employment may be eligible to receive a distribution of the present value of the participant's vested accrued benefit in the form of a lump sum payment only. In order to receive this benefit, you must send a signed Request for Benefit Payment form to the SISC office by January 10th.

EMPLOYMENT PAST AGE 65

You are not required to retire and receive benefits once you attain age 65. You may choose to work beyond age 65 and continue to accumulate benefits under the plan. However, please note that the value of your benefit may begin to decrease after age 65. Please call our office for more information about possible decreasing benefit amounts. If you are over age 70½ and still working for a participating employer under the SISC DBP, you may elect to defer your benefit distribution. If you are over 70½ and are no longer working, you must receive your benefit distribution; however if you were born between July 1, 1949 and December 31, 1950 this applies if you are age 72 or older, and if you were born on or after January 1, 1951 this applies if you are age 73 or older.

If you decide to return to work after you retire and start receiving a monthly annuity benefit payment, please be aware of the following work restrictions under the new PEPRA (Public Employees' Pension Reform Act) legislation:

- You cannot work (or be reinstated in the SISC DBP) for the 180-day period after retirement.
- If/when you do return to work, you can only work 960 hours per calendar year for any/all participating employers.
- You cannot be covered under the DBP during the 960 hours.
- Your monthly annuity benefit under the DBP will not increase.
- If your work hours exceed 960 hours in any calendar year, you will not be reinstated in the SISC DBP and your annuity benefits will not increase, but your monthly annuity payment will continue to be paid to you.

Please call the SISC office for more information if you have any additional questions about working after retirement or your benefit payments.

BENEFITS PAYABLE

Your annual benefit, payable as a monthly life annuity at age 65 or later, is calculated as:

1.5% of Highest Average Pay times Credited Service

Highest Average Pay is the annual average of your highest three consecutive calendar years of pay. A calendar year is a year during which you worked for a participating employer anytime from January 1 to December 31.

Credited service begins upon your date of enrollment in the plan. All employment with a participating employer is counted as credited service as long as you worked for the employer, received compensation during the calendar year, and were covered by the plan. Credited service continues until you retire, terminate or become covered under another plan. NOTE: The maximum service amount you can earn is 30 years.

If the present value of your benefit is \$5,000 or less, a mandatory lump sum distribution is required. If the present value of your benefit is greater than \$5,000, you will be given a one-time option of receiving a single lump sum payment or monthly life annuity payments beginning at age 65.

AN EXAMPLE

You are enrolled in the plan for 20 years as a part-time employee, and decide to retire at age 65. Your annual wages for the highest three consecutive calendar years are \$9,000, \$8,000, \$7,000 and your credited service is 20 years.

Your Highest Average Pay is calculated by totaling your annual pay for the highest three consecutive calendar years and dividing the sum by three years. In this example, the calculation would look like this:

\$9,000 8,000 7,000 \$24,000 / 3 years = \$8,000 Therefore Highest Average Pay is \$8,000.00

The amount of your annual retirement income is calculated by multiplying your Highest Average Pay by 1.5% and your years of credited service.

1.5% of Highest Average Pay times Credited Service 0.015 times \$8,000 times 20 = \$2,400

Your monthly benefit is \$200 (\$2,400/12 months). This monthly benefit would be payable as a lifetime benefit. Payments will begin the year following your retirement request. You will also be given an option for a one-time lump sum payment in lieu of monthly lifetime benefit payments.

For Participants who made mandatory contributions to the Plan, a portion of the monthly amount will be nontaxable upon distribution, as determined by relevant regulations or rulings.

Please Note: These figures are only an example. Actual figures may vary, depending on individual circumstances. Also, some Social Security benefits may be reduced by the Government Pension Offset or Windfall Elimination Provision.

LUMP SUM DISTRIBUTION

A lump sum distribution represents the full cash value of your benefit that is payable at the cash-out date. Under the plan, lump sum payments can only be made once a year. Eligible participants will receive payment no later than 60 days after the close of the plan year in which retirement or termination occurs, and a Request for Benefit Payment form has been received.

For Participants who made mandatory contributions to the Plan, the benefit payable shall be the greater of (a) the Participant's total amount of employee contributions plus interest; or (b) the Actuarial Equivalent of his or her Accrued

SEXUAL HARASSMENT FACT SHEET

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

THERE ARE TWO TYPES OF SEXUAL HARASSMENT

1. "Quid pro quo" (Latin for "this for that") sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.

2. "Hostile work environment" sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interferes with your work performance or creates an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

The harassment must be severe or pervasive to be unlawful. A single act of harassment may be sufficiently severe to be unlawful.

SEXUAL HARASSMENT INCLUDES MANY FORMS OF OFFENSIVE BEHAVIORS

BEHAVIORS THAT MAY BE SEXUAL HARASSMENT:

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

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

Employees or job applicants who believe that they have been sexually harassed or retaliated against may file a complaint of discrimination with DFEH within three years of the last act of harassment or retaliation.

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

EMPLOYER RESPONSIBILITY & LIABILITY

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

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

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

SEXUAL HARASSMENT



CIVIL REMEDIES

FACT SHEET

- Damages for emotional distress from each employer or person in violation of the law
- Hiring or reinstatement
- Back pay or promotion
- Changes in the policies or practices of the employer

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

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

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

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

- · Be in writing.
- · List all protected groups under the FEHA.
- Indicate that the law prohibits coworkers and third parties, as well as supervisors and managers with whom the employee comes into contact, from engaging in prohibited harassment.
- Create a complaint process that ensures confidentiality to the extent possible; a timely response; an impartial and timely investigation by qualified personnel; documentation and tracking for reason able progress; appropriate options for remedial actions and resolutions; and timely closures.
- Provide a complaint mechanism that does not require an employee to complain directly to their immediate supervisor. That complaint mechanism must include, but is not limited to including: provisions for direct communication, either orally or in writing, with a designated company representative; and/or a complaint hotline; and/or access to an ombudsperson; and/or identification of DFEH and the United States Equal Employment Opportunity Commission as additional avenues for employees to lodge complaints.
- Instruct supervisors to report any complaints of misconduct to a designated company representative, such as a human resources manager, so that the company can try to resolve the claim internally. Employers with 50 or more employees are required to

include this as a topic in mandated sexual harassment prevention training (see 2 CCR 11024).

- Indicate that when the employer receives allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.
- Make clear that employees shall not be retaliated against as a result of making a complaint or participating in an investigation.

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

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

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

6. In addition, employers who do business in California and employ 5 or more part-time or full-time employees must provide at least one hour of training regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation, to each non-supervisory employee; and two hours of such training to each supervisory employee. Training must be provided within six months of assumption of employment. Employees must be trained during calendar year 2020, and, after January 1, 2021, training must be provided again every two years. Please see Gov. Code 12950.1 and 2 CCR 11024 for further information.

TO FILE A COMPLAINT

Department of Fair Employment and Housing dfeh.ca.gov

Toll Free: 800.884.1684 TTY: 800.700.2320