



SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

AGENDA

ADMINISTRATIVE COMMITTEE MEETING SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION BOARD OF RETIREMENT FRIDAY, JUNE 12, 2026 IMMEDIATELY FOLLOWING THE BOARD MEETING SJCERA Board Room, 220 East Channel Street, Stockton, California

Persons who require disability-related accommodations should contact SJCERA at (209) 468 -9950 or ElainaP@sjcera.org at least forty-eight (48) hours prior to the scheduled meeting time.

1. ROLL CALL

2. PUBLIC COMMENT

- 2.1** The public is welcome to address the Committee during this time on matters within the Committee's jurisdiction. Members of the public are encouraged to complete a Public Comment form, which can be found near the entry to the Conference Room. Speakers are limited to three minutes, and are expected to be civil and courteous. Public comment on items listed on the agenda may be heard at this time, or when the item is called, at the discretion of the Chair.

Except as otherwise permitted by the Ralph M. Brown Act (California Government Code Sections 54950 et seq.), no deliberation, discussion or action may be taken by the Committee on items not listed on the agenda. Members of the Committee may, but are not required to: (1) briefly respond to statements made or questions posed by persons addressing the Committee; (2) ask a brief question for clarification; or (3) refer the matter to staff for further information.

3. CONSENT ITEMS

- 3.1** Board Policies and Charters Requiring Amendments
- 3.1.1** Administrative Appeals Policy - Mark-up

- 3.1.2 Administrative Appeals Policy - Clean
- 3.1.3 Cash Management and Liquidity Policy - Mark-up
- 3.1.4 Cash Management and Liquidity Policy - Clean
- 3.1.5 CEO Performance Review Policy - Mark-up
- 3.1.6 CEO Performance Review Policy - Clean
- 3.1.7 Conflict of Interest Policy - Mark-up
- 3.1.8 Conflict of Interest Policy - Clean
- 3.1.9 Declining Employer Payroll Policy - Mark-up
- 3.1.10 Declining Employer Payroll Policy - Clean
- 3.1.11 Disability Retirement and Active Member Death Policy and Procedures - Mark-up
- 3.1.12 Disability Retirement and Active Member Death Policy and Procedures - Clean
- 3.1.13 Required Minimum Distributions Policy - Mark-up
- 3.1.14 Required Minimum Distributions Policy - Clean
- 3.1.15 Return to Work and Bona Fide Separation from Service Policy - Mark-up
- 3.1.16 Return to Work and Bona Fide Separation from Service Policy - Clean
- 3.1.17 Staff Transportation and Travel Policy - Mark-up
- 3.1.18 Staff Transportation and Travel Policy - Clean
- 3.1.19 Trustee and Executive Staff Travel Policy - Mark-up
- 3.1.20 Trustee and Executive Staff Travel Policy - Clean
- 3.2 Committee to review and formulate a recommendation to the full Board
- 3.3 Statement of Economic Interest - Summary Report
 - 3.3.1 Summary of Sources of Income on Statements of Economic Interest (Form 700) Report
 - 3.3.2 Committee to receive and file report

4. REQUEST FOR INFORMATION SYSTEMS ANALYST IV POSITION

4.1 Committee to review and formulate a recommendation to the full Board

5. COMMENTS

5.1 Comments from the Committee Members

6. ADJOURNMENT



Administrative Committee Meeting San Joaquin County Employees' Retirement Association

June 12, 2026

Agenda Item 3.1

SUBJECT: Board Policies and Charters Requiring Amendments

SUBMITTED FOR: X CONSENT ACTION INFORMATION

RECOMMENDATION

Staff recommends the Administrative Committee review the proposed policy amendments and make a recommendation to the full Board as described below.

PURPOSE

To amend the policies to ensure that they remain relevant, appropriate and in compliance, per Section III.C of the Administrative Committee Charter.

DISCUSSION

In accordance with the Board's requirement, staff reviews one-third of the policies annually. As a result of the review, staff proposes the amendments described to the policies listed below.

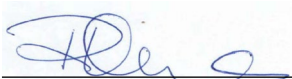
- Administrative Appeals Policy – Amended for clarification and other non-substantive changes
- Cash Management and Liquidity Policy – Added Law Prevails section, clarification of minimum liquidity reserve, change in bank account utilization and other non-substantive changes
- CEO Performance Review Policy – Added Law Prevails section, staff to submit a resolution to County Payroll for authorized bonuses and other clarifying language
- Conflict of Interest Policy – Added Objective and Law Prevails sections and other non-substantive changes
- Declining Employer Payroll Policy - Added Law Prevails section and other non-substantive changes
- Disability Retirement and Active Member Death Policy and Procedures – Added clarifying definition, ADA/FEHA compliance and other non-substantive changes
- Required Minimum Distributions Policy – Non-substantive formatting changes
- Return to Work and Bona Fide Separation from Service Policy – Added language for other types of post-retirement employment, aligned minimum period of separation with other SJCERA materials, and other non-substantive formatting changes

- Staff Transportation and Travel Policy – Added new per diem practices and other non-substantive changes
- Trustee and Executive Staff Travel Policy – Added Board preauthorization for NCPERS events, as well as reference to new per diem practices and other non-substantive changes

Going forward, staff will bring investment policies to the Administrative Committee at its November meeting. With the annual review the Strategic Asset Allocation Policy scheduled at year-end, it is prudent to review any other investment policies at that same time.

ATTACHMENTS

Proposed revisions to Administrative Appeals Policy – Mark-up
 Proposed revisions to Administrative Appeals Policy – Clean
 Proposed revisions to Cash Management and Liquidity Policy – Mark-up
 Proposed revisions to Cash Management and Liquidity Policy – Clean
 Proposed revisions to CEO Performance Review Policy – Mark-up
 Proposed revisions to CEO Performance Review Policy – Clean
 Proposed revisions to Conflict of Interest Policy – Mark-up
 Proposed revisions to Conflict of Interest Policy – Clean
 Proposed revisions to Declining Employer Payroll Policy – Mark-up
 Proposed revisions to Declining Employer Payroll Policy – Clean
 Proposed revisions to Disability Retirement & Active Member Death Policy – Mark-up
 Proposed revisions to Disability Retirement & Active Member Death Policy – Clean
 Proposed revisions to Required Minimum Distributions Policy – Mark-up
 Proposed revisions to Required Minimum Distributions Policy – Clean
 Proposed revisions to Return to Work and Bona Fide Separation from Service Policy – Mark-up
 Proposed revisions to Return to Work and Bona Fide Separation from Service Policy – Clean
 Proposed revisions to Staff Transportation and Travel Policy – Mark-up
 Proposed revisions to Staff Transportation and Travel Policy – Clean
 Proposed revisions to Trustee and Executive Staff Travel Policy – Mark-up
 Proposed revisions to Trustee and Executive Staff Travel Policy – Clean



RENEE OSTRANDER
 Chief Executive Officer



Board Administration Policy Administrative Appeals Policy (Other Than Disability Retirement and Active Member Death)

I. Purpose

- A. To establish SJCERA's procedures for administrative appeals on matters other than eligibility for disability retirement and active member death benefits.

II. Objective

- A. To ensure fair and timely resolution of claims, to specify when a matter will be decided by the Board or referred for an Administrative Hearing, and to confirm the authority of SJCERA's Chief Executive Officer "CEO" to take other appropriate action authorized by the California Employees Retirement Law of 1937 (Gov. Code §31450, et seq.) ("CERL") and, if applicable, the Public Employees' Pension Reform Act of 2013 (Gov. Code §7522, et seq.) ("PEPRA").

III. Definitions

- A. Unless the context otherwise requires, the definitions in this section shall govern the construction of this Policy.
 1. "Administrative Record" means the compiled, indexed, and Bates-labeled set of nonprivileged materials assembled by SJCERA for a hearing before a Referee.
 2. "Board" means the San Joaquin County Employees' Retirement Association's Board of Retirement.
 3. "Board's Counsel" means an employed staff attorney or other counsel designated by the Board pursuant to Government Code Section 31529.9.
 4. "Claim" means a demand for retirement or survivor benefits, or other payments from SJCERA, that differs from the amounts or entitlements that SJCERA's CEO has determined are due.
 5. "Claimant" means any person or entity that has submitted a Claim, which may include any Member of SJCERA, the head of the office or department in which the Member is or was last employed, the Board or its agents, or any other person claiming benefits, rights, or privileges under the CERL and, if applicable, PEPRA.
 6. "Day" means calendar day. For deadlines that fall on a weekend or holiday, the time to act is the next business day.
 7. "The Fund" means the trust fund governed by the Board pursuant to Government Code Section 31588 and administered under the CERL solely

for the overall best interest of Members and their beneficiaries. The Fund shall be a real party in interest at all hearings conducted under this Policy and independent Fund Counsel, who does not advise the Board with respect to such proceedings, shall represent the Fund in such hearings.

8. "Fund Counsel" means the attorney retained by SJCERA to represent the interests of the Fund in investigating and evaluating Claims, providing recommendations to SJCERA, and representing the Fund before the Board.
9. "Interested Party" means any person, including a Claimant, a Member to whom a Claim pertains, the Fund, and any authorized representatives of each of them, disclosed by the records of SJCERA or by the Claim to have a legal interest in the subject matter of the Claim.
10. "Member" means the SJCERA member who submits the Claim or on whose behalf the Claim is submitted.
11. "Referee" means an outside hearing officer, administrative law judge, other member of the California State Bar, or another Retirement System organized under CERL to whom SJCERA refers a Claim.
12. "Retirement Office" means the physical office of SJCERA at the address posted on www.sjcera.org.
13. References to written notice or any notice in writing from or by SJCERA mean that such notice may be delivered electronically, by first class mail, or certified mail at the discretion of the CEO.

IV. Representation by Counsel

A. Right to Representation

1. Any Interested Party, at that Party's expense, may hire and be represented by an attorney subject to the provisions of this section.
2. No Claimant is required to have an attorney at any time.
3. Claimants are advised to consider retaining an experienced attorney knowledgeable in CERL and/or PEPRA, as may be applicable.

B. Notice of Representation

1. If any Interested Party becomes represented by an attorney, either the Party or attorney shall promptly file with the Retirement Office, and serve upon all other Interested Parties, written notice of such representation, including the attorney's name, address, and telephone number.
2. Unless appearing with an Interested Party at a hearing, an attorney shall not be deemed counsel of record until such notice of representation is duly filed and served.
3. The Interested Party shall be deemed represented by said attorney until written notice of withdrawal or substitution of said attorney is filed with

SJCERA and served on all other Interested Parties.

4. After a notice of representation is filed, service on counsel constitutes service on the represented Interested Party.

C. Effect on Scheduling

1. The failure to retain an attorney or to provide written notice of representation by such attorney shall in no event be considered good cause, in and of itself, to delay any proceeding under this Policy and procedure.
2. A substitution of counsel close to a scheduled hearing date is not, by itself, good cause for a continuance.

V. **Communication with the Board**

A. *Ex Parte* Communications

1. The Board is the decision-maker for all Claims.
2. Communications concerning the merits or substance of a Claim between any Board member and any Interested Party or their representatives, other than the CEO, are forbidden until the Board's decision is final and the time to appeal by writ or otherwise has expired.
3. This prohibition shall remain in effect during the pendency of any writ, appeal, and rehearing.
4. This subsection does not limit statements made on the record at a properly noticed public meeting.

B. Permitted Channels and Filings

1. Administrative or scheduling communications shall be directed through the CEO or the Clerk as designated by SJCERA.
2. Any written submission concerning the merits shall be filed with SJCERA (to the attention of the CEO or Clerk) and served on all Interested Parties in accordance with this Policy.
3. A copy of the *Ex Parte Communication Policy* can be found at www.sjcera.org.

VI. **Confidential Records**

A. Scope and General Rule

1. All individual records of Members (including, but not limited to, reports, sworn statements, medical reports and records, applications, notices, orders, and findings and decision relating to an application for disability retirement) are confidential and shall not be disclosed by SJCERA to anyone except as set forth in these procedures, upon order of a court of competent jurisdiction, or upon written authorization by the Member.

B. Use and Disclosure in Proceedings Under This Policy

1. SJCERA may disclose nonprivileged materials from the claim file to Interested Parties as necessary for the fair adjudication of the Claim, consistent with confidentiality protections and any applicable protective orders.
2. If the Claimant is not the Member, Member records shall be disclosed only upon the Member's written authorization or as ordered by the Referee or the Board.

C. Protective Orders

1. On motion or on the Referee's own order, the Referee may issue protective orders, seal portions of the record, or require redactions to protect privilege, privacy, or other legally protected interests.

D. Access to the Administrative Record

1. Subject to law and any protective order, Interested Parties may inspect and obtain copies of the compiled Administrative Record.
2. SJCERA may charge reasonable fees for copies consistent with applicable law and SJCERA policy.

VII. Service and Filing

A. Methods and Effect of Service

1. SJCERA may serve notices and filings by electronic mail and U.S. mail. Service by electronic mail is effective on transmission; service by U.S. mail is effective on mailing. Personal delivery or overnight courier service is effective on delivery or deposit, respectively.
2. Each filing must include proof of service listing all Interested Parties and counsel of record and the method of service used.
3. Parties must promptly file and serve any change to their mailing or electronic-mail addresses. Service to the address of record is effective until a change is filed.
4. A filing is timely if received by 11:59 p.m. Pacific Time on the due date. If a deadline falls on a weekend or holiday, the time to act is the next business day.

VIII. Claims Process

A. Filing a Claim

1. Claims may be filed by SJCERA Members, the head of the office or department in which the Member is or was last employed, the Board or its agents, any other person acting on a Member's behalf, or as authorized by

CERL.

2. A Claim must be filed in writing with the Retirement Office by electronic mail or U.S. mail and should identify: (a) the determination or issue at stake; (b) the relief requested; (c) the material facts; and (d) supporting documents reasonably available to the Claimant.
3. The Claim should be signed by the Claimant (or authorized representative), but may be sent by email from an email address associated with the Claimant or the Claimant's representative.
4. If a Claim is materially incomplete, SJCERA may issue a deficiency notice and allow thirty (30) calendar days to cure. Failure to cure may result in administrative closure without prejudice.

B. Initial Review of the Claim

1. Within sixty (60) days of receipt of a Claim, SJCERA shall review the Claim and the CEO, in consultation with the Board's Counsel, shall determine whether the Claim will be referred directly to the Board for review and decision, or whether it will be referred for an administrative hearing by a Referee.
2. Within sixty (60) days of receipt of SJCERA's receipt of a Claim, Fund Counsel shall inform the Claimant of the procedure for its determination.
3. If placed on a Board agenda for decision, SJCERA shall provide Claimant with at least forty-five (45) days' written notice, with an opportunity for written submissions by deadlines set in such notice.

IX. Hearings Before A Referee

A. Referral to Referee

1. If SJCERA's CEO refers the Claim for administrative hearing, the Referee shall be provided by the Office of Administrative Hearings of the State of California or by a prescreened panel of acceptable Referees selected by SJCERA.
2. Compensation for the Referee shall be determined by the CEO and shall be paid by SJCERA.

B. Notification of Referral to Referee and Statement of Issues; Certification of Issues, Documents, and Witnesses.

1. Before a hearing date is set, the following notifications and certifications shall be provided:
 - a) The Fund's Counsel shall notify the Claimant in writing that SJCERA has referred the matter to hearing before a Referee ("Notice of Hearing") and that a Referee will be appointed and a hearing scheduled upon SJCERA's receipt the certifications required by this section.

- b) The Notice of Hearing will further advise that if SJCERA does not receive the required certification within thirty (30) calendar days, SJCERA will commence dismissal procedures for noncompliance.
- c) The Notice of Hearing will include the following:
 - i. A list of issues to be determined at the hearing and the names and contact information of all witnesses that may be called by the Fund's Counsel to testify at the hearing.
 - ii. A copy of SJCERA's Administrative Appeals Policy and Procedures (Other Disability Retirement and Active Member Death).
 - iii. An electronic copy of all nonprivileged records, reports, and other documents in SJCERA's file relevant to the Claim review. If the Claimant is not the Member, such records shall not be disclosed to the Claimant unless authorized by the Member, the Referee or the Board.
 - iv. The compiled file of materials on which staff relied.
- d) The Notice of Hearing shall enclose a certification form requiring the Claimant to:
 - i. Identify any additional documents the Claimant intends to introduce or certify that none exist. Unless otherwise ordered by the Referee or by stipulation, any document not produced with the certification shall be barred from introduction at the hearing.
 - ii. State whether the Claimant will be represented by an attorney at the hearing and, if so, the name and contact information for the attorney.
 - iii. List the names and contact information for any witnesses the Claimant intends to call to testify at the hearing. Unless otherwise ordered by the Referee or by stipulation of the parties, any witnesses not identified by the Claimant on the certification shall be barred from testifying at the hearing.
 - iv. Indicate any request for reasonable accommodation or interpreter services.

C. Setting the Hearing Date

1. Within thirty (30) days of the timely receipt of the Claimant's certification of documents and witnesses, the Fund's Counsel shall contact the Claimant or their attorney to select a mutually agreeable hearing date. The hearing date selected must be set no later than ninety (90) days after the filing of the Claimant's certification of documents and witnesses, and SJCERA will pre-clear potential hearing dates with the Referee.
2. If a Claimant fails to respond to SJCERA's reasonable requests to set a

hearing date, SJCERA may either schedule a hearing date or notify the Claimant in writing that continued failure to confer on a hearing date may result in dismissal of the Claim for noncompliance.

D. Time and Place of Hearings

1. Unless the parties and the Referee agree otherwise, all hearings shall take place at the Retirement Office. When the date and time of the hearing are selected, SJCERA shall notify the parties and the Referee of the time and place of the hearing.
2. Unless the parties and the Referee agree otherwise, all hearings are deemed set for one full day, beginning at 9:30 a.m. Unless the parties and the Referee agree otherwise, hearings which are not completed by the end of the day shall be continued to the next agreeable hearing date which shall be no more than thirty (30) days from the initial hearing date.
3. On motion or stipulation, the Referee may allow all or part of the hearing to proceed by videoconference or teleconference and may set related procedures.

E. Prehearing Conferences

1. At the request of any Interested Party, or on the Referee's own motion, a prehearing conference may be scheduled with the Referee for the purpose of resolving any evidentiary, discovery and/or other prehearing disputes or issues. Prehearing conferences may be attended in person, by videoconference, or telephonically.
2. Following the prehearing conference, the Referee may issue any orders relating to briefing, discovery, and/or the conduct of the hearing, including the final exchange of documents and witnesses.
3. Unless otherwise stipulated by the parties, a prehearing conference is mandatory in all cases where the Applicant is unrepresented by counsel.

F. Consolidation

1. When two or more pending appeals involve common questions of law or fact, the Referee may order consolidation for limited or all purposes after considering complexity, potential prejudice or delay, avoidance of duplicate or inconsistent orders, and efficient use of resources.

G. Determining Issues

1. The Referee shall determine all issues presented by the Claim, as set forth in SJCERA's Notice of Issues, by a preponderance of the evidence.

H. Conduct of Hearing

1. A stenographic reporter shall record the proceedings of all hearings authorized by the Board at SJCERA's cost. Any transcription and copies

shall be charged to the requesting Party.

2. The hearing shall be considered closed to the public unless Claimant requests that it be open to the public, or that certain individuals be permitted to attend. The Referee may issue protective orders as appropriate.

I. Exhibits

1. The Referee shall mark for identification only, and not as evidence, all exhibits submitted by the parties, which should include:
 - a) the Claim;
 - b) the Notice of Hearing, with proof of service on the Claimant;
 - c) The compiled Administrative Record;
 - d) all documents to be used by any Party to the Proceeding.
2. Exhibits are admitted into evidence on motion or by agreement, subject to objections.
3. Hearing Process.
 - a) Each Party may make an opening statement.
 - b) Each other Party then shall present evidence, in the order determined by the Referee in accordance with each Party's burden of proof and burden of presenting evidence to establish such proof.
 - c) Each Party may cross-examine witnesses.
 - d) Rebuttal evidence may be presented.
 - e) Each Party may make oral closing arguments.
 - f) Upon the conclusion of all closing arguments, the Referee shall determine if all parties are ready to submit the matter for decision, and if so, or if the Referee otherwise orders for good cause, the Referee shall close the hearing and declare the matter submitted for decision.

J. Stipulations

1. Nothing in these procedures may be construed as preventing the parties from stipulating to lesser time requirements than prescribed in these procedures.
2. The Referee may, upon written notice and for good cause shown, lengthen or shorten the times specified in these procedures.

K. Subpoena Powers and Witness Fees

1. Subpoena powers shall be vested in the Board officers, the CEO and the Referee in accordance with Government Code Section 31535. On request

of a Party or the Referee, subpoenas may issue for attendance of witnesses or production of documents.

2. Subpoenas shall be requested through the Fund's Counsel who shall transmit the request to SJCERA. Subpoenas issued shall be transmitted to the Party requesting the subpoena. The requesting Party shall have the sole responsibility for serving and enforcing the subpoena and for paying all costs associated with the subpoena.
 3. A written motion to quash a subpoena may be made to the Referee on one or more of the following grounds, which shall be clearly and fully stated in the motion and supported by declarations under penalty of perjury:
 - a) Compliance will be unduly burdensome or against public policy.
 - b) The things subpoenaed are privileged by law.
 - c) The things subpoenaed are irrelevant or unnecessary to the proceedings.
 - d) The things subpoenaed have not been described with sufficient clarity to enable the witness to comply.
 4. Before it commences or continues with the proceeding, the Referee shall wholly or partially grant or deny the motion to quash.
 5. On motion or on the Referee's own order, the Referee may limit or condition compliance with a subpoena to protect a privilege, trade secret, privacy interest, or other legally protected interest.
 6. The Party calling a witness to testify (whether by subpoena or otherwise) shall be solely responsible for paying any expert or nonexpert witness fees, mileage charges, and other costs associated with the witness' testimony. Non-expert witness fees and mileage charges shall be calculated as provided by law.
- L. Service of Proposed Findings of Fact and Recommended Decision
1. Within thirty (30) days after closing the hearing, the Referee will prepare a summary of the evidence received, findings of fact, conclusions of law, and a recommended decision. In accordance with the provisions of Government Code Section 31533, the findings of fact and proposed recommendation of the Referee shall be served on the CEO, who in turn shall distribute a copy to all parties.
 2. Either Party may submit written objections to the Referee's recommended decision to SJCERA within ten (10) calendar days from the date SJCERA distributes the notice to all parties. The non-objecting Party may submit their response to the objections ten (10) days after the filing of the objections. The written objections and response shall be incorporated into the record submitted to the Referee's consideration.

M. Board's Decision

1. Upon receipt and review of the recommended decision of the Referee and any filed objections and responses, the Board may:
 - a.) Approve and adopt the recommended decision of the Referee, or
 - b.) Refer the Application with or without instructions to the Referee for further hearing and/or consideration, or
 - c.) Require a written transcript or summary of all testimony and all other evidence received by the Referee to be submitted by the CEO to the Board. Following its receipt and review of the transcript and evidence, the Board shall:
 - i. Take action as is appropriate to the evidence and the provisions of applicable law, or
 - ii. Refer the matter back with or without instruction to the Referee for further proceedings; or
 - iii. Set the matter for hearing de novo before itself.
 2. If the Board sets the matter for a de novo hearing before itself, it shall hear and decide the matter as if it had not been referred to the Referee.
 3. Unless otherwise allowed by the Board, the hearing shall be confined to the evidence, witnesses, and issues set forth in the certification and statement required by this Policy.
 4. All hearings before the Board shall require the attendance of at least the same seven (7) members throughout the hearing and shall be conducted as if it were a hearing held before a Referee in accordance with this Policy.
- N. If the Board holds a hearing de novo, a Board member who did not attend all portions may participate only after reviewing the transcript or recording of the missed portion and acknowledging that review on the record, when necessary to reach a quorum.

X. Rules of Evidence

A. Burden of Proof

1. The Claimant has the burden of proving by a preponderance of the evidence each affirmative issue on which the Claim depends.
2. Any Party asserting an affirmative defense bears the burden of proof for that defense unless otherwise provided by law.

B. Evidence

1. Oral evidence shall be taken only on oath or affirmation.

2. Unless expressly waived by an opposing Party, all written evidence shall be sworn to or given under penalty of perjury, subject to Subsection E, below.
3. The Referee may receive unsworn statements for limited purposes and give them the weight their contents warrant.
4. The hearing need not be conducted according to the technical rules of law relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make improper the admission of such evidence over objection in civil actions.
5. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
6. The Referee may take official notice of matters that may be judicially noticed by California courts; of statutes, regulations, Board bylaws, and duly adopted policies; and of facts capable of immediate and accurate determination by reliable sources. Parties shall be given a fair opportunity to contest noticed matters.
7. The Referee may exclude evidence that is irrelevant, unreliable, unduly repetitious, or whose probative value is substantially outweighed by undue consumption of time.
8. The compiled administrative record is admissible without further foundation, subject to objections to particular items.
9. Written reports and declarations bearing the author's signature may be received as direct testimony to the extent consistent with other provisions of this Subsection.
10. Each Party has the right to subpoena and cross-examine the author pursuant to this Policy.

C. Witnesses

1. Each Party may call and examine witnesses, introduce exhibits, and cross-examine and impeach any witness on any matter relevant to the issues.
2. If the Claimant or any other Party does not testify on that Party's own behalf, that Party may be called and examined as if under cross-examination under Evidence Code Section 776.
3. On request, the Referee may exclude witnesses from the hearing room to prevent testimony from being influenced by others, except for each Party's designated representative.

D. Refusal of Witness

1. Refusal by a Claimant or other party to submit to examination or to answer

relevant questions shall be grounds for evidentiary or issue sanctions, including drawing adverse inferences against the refusing Party, up to, and including, denying the relief or benefits sought by the refusing Party.

E. Certified Copies

1. Certified copies of the reports and records of any governmental agency, division or bureau, will be accepted as evidence in lieu of the original thereof.

F. Deposition Transcripts/Video Recordings

1. Any Party may offer, and the Referee shall receive into evidence, any relevant deposition transcript and/or video recording thereof if: (1) the deposition was taken in the manner provided by law or by stipulation of the Parties; and (2) at least twenty (20) calendar days before the hearing the offering Party delivered a copy of the transcript and/or video recording of the deposition to all Parties along with notice of intent to introduce same into evidence.
2. Nothing herein shall require or permit receiving into evidence any deposition testimony to which objection is properly raised if such testimony would be inadmissible were the witness present and testifying at the hearing.
3. Deposition transcripts/video recordings shall be admissible notwithstanding that the deponent is available to testify. Depositions of experts, including medical experts, may be introduced in lieu of live testimony pursuant to Code of Civil Procedure Section 2025.620(d).

XI. Final Decision

- A. The Board's decision shall become final upon notice of the decision on all parties, including the employer.
- B. Judicial Review.
 1. The time and manner to seek judicial review are governed by law; this Policy does not establish any filing deadline.

XII. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the CERL, PEPPRA, other applicable statutes, or other applicable state or federal law arises, the law shall prevail. control over this Policy to the extent of the conflict. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

XIII. Policy Review

- A. Staff shall review this Policy every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this Policy must be approved by the Board in accordance with the bylaws. This Policy is effective upon adoption.

XIV. History

12/12/2025 Policy adopted by the Board
07/10/2026 Non-substantive changes

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Board Administration Policy Administrative Appeals Policy (Other Than Disability Retirement and Active Member Death)

I. Purpose

- A. To establish SJCERA's procedures for administrative appeals on matters other than eligibility for disability retirement and active member death benefits.

II. Objective

- A. To ensure fair and timely resolution of claims, to specify when a matter will be decided by the Board or referred for an Administrative Hearing, and to confirm the authority of SJCERA's Chief Executive Officer "CEO" to take other appropriate action authorized by the California Employees Retirement Law of 1937 (Gov. Code §31450, et seq.) ("CERL") and, if applicable, the Public Employees' Pension Reform Act of 2013 (Gov. Code §7522, et seq.) ("PEPRA").

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 3. "Board's Counsel" means an employed staff attorney or other counsel designated by the Board pursuant to Government Code Section 31529.9.
 4. "Claim" means a demand for retirement or survivor benefits, or other payments from SJCERA, that differs from the amounts or entitlements that SJCERA's CEO has determined are due.
 5. "Claimant" means any person or entity that has submitted a Claim, which may include any Member of SJCERA, the head of the office or department in which the Member is or was last employed, the Board or its agents, or any other person claiming benefits, rights, or privileges under the CERL and, if applicable, PEPRA.
 6. "Day" means calendar day. For deadlines that fall on a weekend or holiday, the time to act is the next business day.
 7. "The Fund" means the trust fund governed by the Board pursuant to Government Code Section 31588 and administered under the CERL solely

for the overall best interest of Members and their beneficiaries. The Fund shall be a real party in interest at all hearings conducted under this Policy and independent Fund Counsel, who does not advise the Board with respect to such proceedings, shall represent the Fund in such hearings.

8. "Fund Counsel" means the attorney retained by SJCERA to represent the interests of the Fund in investigating and evaluating Claims, providing recommendations to SJCERA, and representing the Fund before the Board.
9. "Interested Party" means any person, including a Claimant, a Member to whom a Claim pertains, the Fund, and any authorized representatives of each of them, disclosed by the records of SJCERA or by the Claim to have a legal interest in the subject matter of the Claim.
10. "Member" means the SJCERA member who submits the Claim or on whose behalf the Claim is submitted.
11. "Referee" means an outside hearing officer, administrative law judge, other member of the California State Bar, or another Retirement System organized under CERL to whom SJCERA refers a Claim.
12. "Retirement Office" means the physical office of SJCERA at the address posted on www.sjcera.org.
13. References to written notice or any notice in writing from or by SJCERA mean that such notice may be delivered electronically, by first class mail, or certified mail at the discretion of the CEO.

IV. Representation by Counsel

A. Right to Representation

1. Any Interested Party, at that Party's expense, may hire and be represented by an attorney subject to the provisions of this section.
2. No Claimant is required to have an attorney at any time.
3. Claimants are advised to consider retaining an experienced attorney knowledgeable in CERL and/or PEPRA, as may be applicable.

B. Notice of Representation

1. If any Interested Party becomes represented by an attorney, either the Party or attorney shall promptly file with the Retirement Office, and serve upon all other Interested Parties, written notice of such representation, including the attorney's name, address, and telephone number.
2. Unless appearing with an Interested Party at a hearing, an attorney shall not be deemed counsel of record until such notice of representation is duly filed and served.
3. The Interested Party shall be deemed represented by said attorney until written notice of withdrawal or substitution of said attorney is filed with

SJCERA and served on all other Interested Parties.

4. After a notice of representation is filed, service on counsel constitutes service on the represented Interested Party.

C. Effect on Scheduling

1. The failure to retain an attorney or to provide written notice of representation by such attorney shall in no event be considered good cause, in and of itself, to delay any proceeding under this Policy and procedure.
2. A substitution of counsel close to a scheduled hearing date is not, by itself, good cause for a continuance.

V. **Communication with the Board**

A. *Ex Parte* Communications

1. The Board is the decision-maker for all Claims.
2. Communications concerning the merits or substance of a Claim between any Board member and any Interested Party or their representatives, other than the CEO, are forbidden until the Board's decision is final and the time to appeal by writ or otherwise has expired.
3. This prohibition shall remain in effect during the pendency of any writ, appeal, and rehearing.
4. This subsection does not limit statements made on the record at a properly noticed public meeting.

B. Permitted Channels and Filings

1. Administrative or scheduling communications shall be directed through the CEO or the Clerk as designated by SJCERA.
2. Any written submission concerning the merits shall be filed with SJCERA (to the attention of the CEO or Clerk) and served on all Interested Parties in accordance with this Policy.
3. A copy of the *Ex Parte Communication Policy* can be found at www.sjcera.org.

VI. **Confidential Records**

A. Scope and General Rule

1. All individual records of Members (including, but not limited to, reports, sworn statements, medical reports and records, applications, notices, orders, and findings and decision relating to an application for disability retirement) are confidential and shall not be disclosed by SJCERA to anyone except as set forth in these procedures, upon order of a court of competent jurisdiction, or upon written authorization by the Member.

B. Use and Disclosure in Proceedings Under This Policy

1. SJCERA may disclose nonprivileged materials from the claim file to Interested Parties as necessary for the fair adjudication of the Claim, consistent with confidentiality protections and any applicable protective orders.
2. If the Claimant is not the Member, Member records shall be disclosed only upon the Member's written authorization or as ordered by the Referee or the Board.

C. Protective Orders

1. On motion or on the Referee's own order, the Referee may issue protective orders, seal portions of the record, or require redactions to protect privilege, privacy, or other legally protected interests.

D. Access to the Administrative Record

1. Subject to law and any protective order, Interested Parties may inspect and obtain copies of the compiled Administrative Record.
2. SJCERA may charge reasonable fees for copies consistent with applicable law and SJCERA policy.

VII. Service and Filing

A. Methods and Effect of Service

1. SJCERA may serve notices and filings by electronic mail and U.S. mail. Service by electronic mail is effective on transmission; service by U.S. mail is effective on mailing. Personal delivery or overnight courier service is effective on delivery or deposit, respectively.
2. Each filing must include proof of service listing all Interested Parties and counsel of record and the method of service used.
3. Parties must promptly file and serve any change to their mailing or electronic-mail addresses. Service to the address of record is effective until a change is filed.
4. A filing is timely if received by 11:59 p.m. Pacific Time on the due date. If a deadline falls on a weekend or holiday, the time to act is the next business day.

VIII. Claims Process

A. Filing a Claim

1. Claims may be filed by SJCERA Members, the head of the office or department in which the Member is or was last employed, the Board or its agents, any other person acting on a Member's behalf, or as authorized by

CERL.

2. A Claim must be filed in writing with the Retirement Office by electronic mail or U.S. mail and should identify: (a) the determination or issue at stake; (b) the relief requested; (c) the material facts; and (d) supporting documents reasonably available to the Claimant.
3. The Claim should be signed by the Claimant (or authorized representative), but may be sent by email from an email address associated with the Claimant or the Claimant's representative.
4. If a Claim is materially incomplete, SJCERA may issue a deficiency notice and allow thirty (30) calendar days to cure. Failure to cure may result in administrative closure without prejudice.

B. Initial Review of the Claim

1. Within sixty (60) days of receipt of a Claim, SJCERA shall review the Claim and the CEO, in consultation with the Board's Counsel, shall determine whether the Claim will be referred directly to the Board for review and decision, or whether it will be referred for an administrative hearing by a Referee.
2. Within sixty (60) days of receipt of SJCERA's receipt of a Claim, Fund Counsel shall inform the Claimant of the procedure for its determination.
3. If placed on a Board agenda for decision, SJCERA shall provide Claimant with at least forty-five (45) days' written notice, with an opportunity for written submissions by deadlines set in such notice.

IX. Hearings Before A Referee

A. Referral to Referee

1. If SJCERA's CEO refers the Claim for administrative hearing, the Referee shall be provided by the Office of Administrative Hearings of the State of California or by a prescreened panel of acceptable Referees selected by SJCERA.
2. Compensation for the Referee shall be determined by the CEO and shall be paid by SJCERA.

B. Notification of Referral to Referee and Statement of Issues; Certification of Issues, Documents, and Witnesses.

1. Before a hearing date is set, the following notifications and certifications shall be provided:
 - a) The Fund's Counsel shall notify the Claimant in writing that SJCERA has referred the matter to hearing before a Referee ("Notice of Hearing") and that a Referee will be appointed and a hearing scheduled upon SJCERA's receipt the certifications required by this section.

- b) The Notice of Hearing will further advise that if SJCERA does not receive the required certification within thirty (30) calendar days, SJCERA will commence dismissal procedures for noncompliance.
- c) The Notice of Hearing will include the following:
 - i. A list of issues to be determined at the hearing and the names and contact information of all witnesses that may be called by the Fund's Counsel to testify at the hearing.
 - ii. A copy of SJCERA's Administrative Appeals Policy and Procedures (Other Disability Retirement and Active Member Death).
 - iii. An electronic copy of all nonprivileged records, reports, and other documents in SJCERA's file relevant to the Claim review. If the Claimant is not the Member, such records shall not be disclosed to the Claimant unless authorized by the Member, the Referee or the Board.
 - iv. The compiled file of materials on which staff relied.
- d) The Notice of Hearing shall enclose a certification form requiring the Claimant to:
 - i. Identify any additional documents the Claimant intends to introduce or certify that none exist. Unless otherwise ordered by the Referee or by stipulation, any document not produced with the certification shall be barred from introduction at the hearing.
 - ii. State whether the Claimant will be represented by an attorney at the hearing and, if so, the name and contact information for the attorney.
 - iii. List the names and contact information for any witnesses the Claimant intends to call to testify at the hearing. Unless otherwise ordered by the Referee or by stipulation of the parties, any witnesses not identified by the Claimant on the certification shall be barred from testifying at the hearing.
 - iv. Indicate any request for reasonable accommodation or interpreter services.

C. Setting the Hearing Date

1. Within thirty (30) days of the timely receipt of the Claimant's certification of documents and witnesses, the Fund's Counsel shall contact the Claimant or their attorney to select a mutually agreeable hearing date. The hearing date selected must be set no later than ninety (90) days after the filing of the Claimant's certification of documents and witnesses, and SJCERA will pre-clear potential hearing dates with the Referee.
2. If a Claimant fails to respond to SJCERA's reasonable requests to set a

hearing date, SJCERA may either schedule a hearing date or notify the Claimant in writing that continued failure to confer on a hearing date may result in dismissal of the Claim for noncompliance.

D. Time and Place of Hearings

1. Unless the parties and the Referee agree otherwise, all hearings shall take place at the Retirement Office. When the date and time of the hearing are selected, SJCERA shall notify the parties and the Referee of the time and place of the hearing.
2. Unless the parties and the Referee agree otherwise, all hearings are deemed set for one full day, beginning at 9:30 a.m. Unless the parties and the Referee agree otherwise, hearings which are not completed by the end of the day shall be continued to the next agreeable hearing date which shall be no more than thirty (30) days from the initial hearing date.
3. On motion or stipulation, the Referee may allow all or part of the hearing to proceed by videoconference or teleconference and may set related procedures.

E. Prehearing Conferences

1. At the request of any Interested Party, or on the Referee's own motion, a prehearing conference may be scheduled with the Referee for the purpose of resolving any evidentiary, discovery and/or other prehearing disputes or issues. Prehearing conferences may be attended in person, by videoconference, or telephonically.
2. Following the prehearing conference, the Referee may issue any orders relating to briefing, discovery, and/or the conduct of the hearing, including the final exchange of documents and witnesses.
3. Unless otherwise stipulated by the parties, a prehearing conference is mandatory in all cases where the Applicant is unrepresented by counsel.

F. Consolidation

1. When two or more pending appeals involve common questions of law or fact, the Referee may order consolidation for limited or all purposes after considering complexity, potential prejudice or delay, avoidance of duplicate or inconsistent orders, and efficient use of resources.

G. Determining Issues

1. The Referee shall determine all issues presented by the Claim, as set forth in SJCERA's Notice of Issues, by a preponderance of the evidence.

H. Conduct of Hearing

1. A stenographic reporter shall record the proceedings of all hearings authorized by the Board at SJCERA's cost. Any transcription and copies

shall be charged to the requesting Party.

2. The hearing shall be considered closed to the public unless Claimant requests that it be open to the public, or that certain individuals be permitted to attend. The Referee may issue protective orders as appropriate.

I. Exhibits

1. The Referee shall mark for identification only, and not as evidence, all exhibits submitted by the parties, which should include:
 - a) the Claim;
 - b) the Notice of Hearing, with proof of service on the Claimant;
 - c) The compiled Administrative Record;
 - d) all documents to be used by any Party to the Proceeding.
2. Exhibits are admitted into evidence on motion or by agreement, subject to objections.
3. Hearing Process.
 - a) Each Party may make an opening statement.
 - b) Each other Party then shall present evidence, in the order determined by the Referee in accordance with each Party's burden of proof and burden of presenting evidence to establish such proof.
 - c) Each Party may cross-examine witnesses.
 - d) Rebuttal evidence may be presented.
 - e) Each Party may make oral closing arguments.
 - f) Upon the conclusion of all closing arguments, the Referee shall determine if all parties are ready to submit the matter for decision, and if so, or if the Referee otherwise orders for good cause, the Referee shall close the hearing and declare the matter submitted for decision.

J. Stipulations

1. Nothing in these procedures may be construed as preventing the parties from stipulating to lesser time requirements than prescribed in these procedures.
2. The Referee may, upon written notice and for good cause shown, lengthen or shorten the times specified in these procedures.

K. Subpoena Powers and Witness Fees

1. Subpoena powers shall be vested in the Board officers, the CEO and the Referee in accordance with Government Code Section 31535. On request

of a Party or the Referee, subpoenas may issue for attendance of witnesses or production of documents.

2. Subpoenas shall be requested through the Fund's Counsel who shall transmit the request to SJCERA. Subpoenas issued shall be transmitted to the Party requesting the subpoena. The requesting Party shall have the sole responsibility for serving and enforcing the subpoena and for paying all costs associated with the subpoena.
 3. A written motion to quash a subpoena may be made to the Referee on one or more of the following grounds, which shall be clearly and fully stated in the motion and supported by declarations under penalty of perjury:
 - a) Compliance will be unduly burdensome or against public policy.
 - b) The things subpoenaed are privileged by law.
 - c) The things subpoenaed are irrelevant or unnecessary to the proceedings.
 - d) The things subpoenaed have not been described with sufficient clarity to enable the witness to comply.
 4. Before it commences or continues with the proceeding, the Referee shall wholly or partially grant or deny the motion to quash.
 5. On motion or on the Referee's own order, the Referee may limit or condition compliance with a subpoena to protect a privilege, trade secret, privacy interest, or other legally protected interest.
 6. The Party calling a witness to testify (whether by subpoena or otherwise) shall be solely responsible for paying any expert or nonexpert witness fees, mileage charges, and other costs associated with the witness' testimony. Non-expert witness fees and mileage charges shall be calculated as provided by law.
- L. Service of Proposed Findings of Fact and Recommended Decision
1. Within thirty (30) days after closing the hearing, the Referee will prepare a summary of the evidence received, findings of fact, conclusions of law, and a recommended decision. In accordance with the provisions of Government Code Section 31533, the findings of fact and proposed recommendation of the Referee shall be served on the CEO, who in turn shall distribute a copy to all parties.
 2. Either Party may submit written objections to the Referee's recommended decision to SJCERA within ten (10) calendar days from the date SJCERA distributes the notice to all parties. The non-objecting Party may submit their response to the objections ten (10) days after the filing of the objections. The written objections and response shall be incorporated into the record submitted to the Referee's consideration.

M. Board's Decision

1. Upon receipt and review of the recommended decision of the Referee and any filed objections and responses, the Board may:
 - a.) Approve and adopt the recommended decision of the Referee, or
 - b.) Refer the Application with or without instructions to the Referee for further hearing and/or consideration, or
 - c.) Require a written transcript or summary of all testimony and all other evidence received by the Referee to be submitted by the CEO to the Board. Following its receipt and review of the transcript and evidence, the Board shall:
 - i. Take action as is appropriate to the evidence and the provisions of applicable law, or
 - ii. Refer the matter back with or without instruction to the Referee for further proceedings; or
 - iii. Set the matter for hearing de novo before itself.
 2. If the Board sets the matter for a de novo hearing before itself, it shall hear and decide the matter as if it had not been referred to the Referee.
 3. Unless otherwise allowed by the Board, the hearing shall be confined to the evidence, witnesses, and issues set forth in the certification and statement required by this Policy.
 4. All hearings before the Board shall require the attendance of at least the same seven (7) members throughout the hearing and shall be conducted as if it were a hearing held before a Referee in accordance with this Policy.
- N. If the Board holds a hearing de novo, a Board member who did not attend all portions may participate only after reviewing the transcript or recording of the missed portion and acknowledging that review on the record, when necessary to reach a quorum.

X. Rules of Evidence

A. Burden of Proof

1. The Claimant has the burden of proving by a preponderance of the evidence each affirmative issue on which the Claim depends.
2. Any Party asserting an affirmative defense bears the burden of proof for that defense unless otherwise provided by law.

B. Evidence

1. Oral evidence shall be taken only on oath or affirmation.

2. Unless expressly waived by an opposing Party, all written evidence shall be sworn to or given under penalty of perjury, subject to Subsection E, below.
3. The Referee may receive unsworn statements for limited purposes and give them the weight their contents warrant.
4. The hearing need not be conducted according to the technical rules of law relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make improper the admission of such evidence over objection in civil actions.
5. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
6. The Referee may take official notice of matters that may be judicially noticed by California courts; of statutes, regulations, Board bylaws, and duly adopted policies; and of facts capable of immediate and accurate determination by reliable sources. Parties shall be given a fair opportunity to contest noticed matters.
7. The Referee may exclude evidence that is irrelevant, unreliable, unduly repetitious, or whose probative value is substantially outweighed by undue consumption of time.
8. The compiled administrative record is admissible without further foundation, subject to objections to particular items.
9. Written reports and declarations bearing the author's signature may be received as direct testimony to the extent consistent with other provisions of this Subsection.
10. Each Party has the right to subpoena and cross-examine the author pursuant to this Policy.

C. Witnesses

1. Each Party may call and examine witnesses, introduce exhibits, and cross-examine and impeach any witness on any matter relevant to the issues.
2. If the Claimant or any other Party does not testify on that Party's own behalf, that Party may be called and examined as if under cross-examination under Evidence Code Section 776.
3. On request, the Referee may exclude witnesses from the hearing room to prevent testimony from being influenced by others, except for each Party's designated representative.

D. Refusal of Witness

1. Refusal by a Claimant or other party to submit to examination or to answer

relevant questions shall be grounds for evidentiary or issue sanctions, including drawing adverse inferences against the refusing Party, up to, and including, denying the relief or benefits sought by the refusing Party.

E. Certified Copies

1. Certified copies of the reports and records of any governmental agency, division or bureau, will be accepted as evidence in lieu of the original thereof.

F. Deposition Transcripts/Video Recordings

1. Any Party may offer, and the Referee shall receive into evidence, any relevant deposition transcript and/or video recording thereof if: (1) the deposition was taken in the manner provided by law or by stipulation of the Parties; and (2) at least twenty (20) calendar days before the hearing the offering Party delivered a copy of the transcript and/or video recording of the deposition to all Parties along with notice of intent to introduce same into evidence.
2. Nothing herein shall require or permit receiving into evidence any deposition testimony to which objection is properly raised if such testimony would be inadmissible were the witness present and testifying at the hearing.
3. Deposition transcripts/video recordings shall be admissible notwithstanding that the deponent is available to testify. Depositions of experts, including medical experts, may be introduced in lieu of live testimony pursuant to Code of Civil Procedure Section 2025.620(d).

XI. Final Decision

- A. The Board's decision shall become final upon notice of the decision on all parties, including the employer.
- B. Judicial Review.
 1. The time and manner to seek judicial review are governed by law; this Policy does not establish any filing deadline.

XII. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

XIII. Policy Review

- A. Staff shall review this Policy every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this Policy

must be approved by the Board in accordance with the bylaws. This Policy is effective upon adoption.

XIV. History

12/12/2025 Policy adopted by the Board
07/10/2026 Non-substantive changes

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Board Administration Policy

Cash Management and Liquidity Policy

I. Purpose

- A. To establish general guidelines for cash ~~flow~~ management, ~~and ensure that sufficient cash is available for the day-to-day operational needs of the system in order to pay SJCERA retirement benefit expenses, operating expenses, and handle fund manager capital calls.~~

II. Objective

~~To ensure that sufficient cash is available for the day-to-day operational needs of the system in order to pay SJCERA retirement benefits expenses, operating expenses, and handle fund manager capital calls.~~

~~II. To ensure B. Cash balances shall be managed to maintain adequate liquidity and preserve principal, with excess funds invested in accordance with applicable investment policies to optimize returns consistent with the organization's risk tolerance and asset allocation.~~

~~A.~~

III. Background

- A. SJCERA's cash and short-term investments are held by our Custodian Bank and the San Joaquin County Treasurer.
- B. SJCERA has two primary cash management accounts with our Custodian Bank: the Liquidity Pool Account and the Treasury Account.
- A. 1. Custodian Bank Liquidity Pool Account
- a) a. SJCERA uses this account, which leverages the Custodian Bank's Short-Term Investment Fund (STIF) to invest

in high-grade money market instruments with very short maturities to:

- (1) Receive distributions from fund managers, receive bi-weekly Employer and Employee contributions, and to provide available cash for capital calls and SJCERA administrative expenses.
- (2) Provide the margin and liquidity necessary for the Cash Overlay program that is maintained by the Cash Overlay ManagerCustodian Bank.
- ~~(3) Provide daily sweep of cash balance from Commingled Fund, Private Real Estate and Private Equity managers.~~

B. 2. Custodian Bank Treasury Account

~~a)~~ **a.** SJCERA uses the Custodian Bank's Treasury Account for all SJCERA's benefit payments to members and beneficiaries, paying vendors, and for Trustee and staff travel expense reimbursement.

C. 3. County Treasurer Administrative Account

~~a)~~ **a.** SJCERA uses the County Treasurer Administrative Account to pay SJCERA staff payroll, County Shared Services Fees, and Trustee and staff travel expenses, and County Shared Services Fees.

~~b)~~ **b.** The County is responsible for the control and safekeeping of all instruments of title and for investment of this account. This account is monitored weekly-monthly by SJCERA's Finance staff. If cash is needed, the Retirement Financial Officer, with approval from SJCERA's Executive Management, will transfer funds from the Custodian Bank Liquidity Pool Account.

C. IV. Liquidity Management

- A. The Custodian Bank Liquidity Pool will be funded to contain a sufficient reserve and will be monitored monthly. The minimum liquidity reserve shall equal two months of projected net benefit payments, operating expenses, and reasonably anticipated capital calls under normal operating conditions. At a minimum, the Liquidity Pool will contain a one-month benefit payment reserve and will be replenished by the end of any month in which the balance is less than a one-month payment reserve. The funding sources of the Liquidity Pool will be in accordance with the SJCERA's Strategic Asset Allocation Policy. The Liquidity Pool is invested in the Custodian Bank's Short Term Investment Fund. In addition, the Custodian Bank is authorized to transfer, on a daily basis, all available U.S. dollar cash balances of each account to the Liquidity Pool Account. The Custodian Bank will monitor and identify cash balances that exist as of the close of each business day, and that such cash balance, if any, will then be transferred to the Liquidity Pool Account.

- B. When cash is needed in the Liquidity Pool, in consultation with SJCERA's investment consultant, staff will determine the appropriate funding sources. Funding sources may include accounts with greater liquidity, lower transaction costs, or accounts which are overweight compared to their target allocation.
1. Authority to move cash between manager accounts and SJCERA's Liquidity Pool, or to liquidate assets, up to a maximum of \$50,000,000 per transaction will be accomplished at the staff level at the authority of the Chief Executive Officer.
 2. Liquidation of assets to fund the Liquidity Pool in excess of \$50,000,000 per transaction will be submitted to the Board for approval. In the rare event that time does not permit action by the Board, the Chief Executive Officer, in consultation with SJCERA's investment consultant, will seek approval from the Board Chair. The Board Chair may grant such approval. Any asset liquidation in excess of \$50,000,000 approved by the Board Chair must be reported to the full Board at its next meeting. -Funding of new managers or strategies from an existing manager's mandate will be submitted to the Board for approval.
 3. Generally, fixed income interest will be reinvested by SJCERA's Fixed Income asset managers. However, based on SJCERA's projected cash demands such as paying benefits and expenses, the Chief Executive Officer, in consultation with SJCERA's investment consultants, may direct one or more of the Fixed Income asset managers to distribute, rather than reinvest, fixed income interest to SJCERA until further notice. Subsequently, based on SJCERA's projected cash demands and in consultation with SJCERA's investment consultants, the Chief Executive Officer may direct one or more Fixed Income asset managers to reinvest fixed income interest again.

~~D.~~ **V. Communications**

- A. Staff will report to Chief Executive Officer all cash management activity including:
1. Quarterly Cash Activities Report;
 2. Annual Cash Flow Statement with Fixed Income Interest, Contributions and Benefit Payment;
 3. Resolutions pertaining to Liquidation of Assets/Transfer of Funds in excess of \$50,000,000 per transaction.

~~V.~~ **VI. Emergency Cash Management**

- A. SJCERA shall maintain an agreement with the County to send and receive funds through the Administrative Account held at the County Treasurer, to preserve operations in case of an emergency which renders SJCERA unable to receive or distribute funds through the Custodian Bank Liquidity Pool.

- B. The County Treasurer has established separate emergency banking relationships and accounts in the event the primary County Administrative Account also becomes inaccessible and will provide SJCERA use of this emergency account as needed.

VII. Law Prevails

A. In the event a conflict between this Policy and any applicable law, including the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

VI.VIII. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board of Retirement in accordance with the bylaws.

VII. History

02/25/2011	Adopted by Board of Retirement as INV 0600
01/24/2014	Adopted by Board of Retirement as INV 0620
09/26/2014	Revised by the Board of Retirement as ADMIN 0108
06/26/2015	Revised by the Board of Retirement as ADMIN 0108
06/29/2018	Reviewed, no content changes, staff updated format
04/12/2019	Policy Review section amended to at least once every three years
07/10/2020	Revised to increase reporting threshold to \$50 million, update Liquidity Pool funding sources, and other non-substantive changes
07/14/2023	Revised to reflect current procedure, clarify the purpose of each cash account, added the Emergency Cash Management section, and other non-substantive changes
<u>07/10/2026</u>	<u>Added Law Prevails section, Clarification of minimum liquidity reserve, change in bank account utilization and Non-substantive formatting changes</u>

Certification of Board Adoption:



Clerk of the Board

07/10/2026

Date



Board Administration Policy

Cash Management and Liquidity Policy

I. Purpose

- A. To establish general guidelines for cash management.

II. Objective

- A. To ensure cash balances are managed to maintain adequate liquidity and preserve principal, with excess funds invested in accordance with applicable investment policies to optimize returns consistent with the organization's risk tolerance and asset allocation.

III. Background

- A. SJCERA's cash and short-term investments are held by our Custodian Bank and the San Joaquin County Treasurer.
- B. SJCERA has two primary cash management accounts with our Custodian Bank: the Liquidity Pool Account and the Treasury Account.

1. Custodian Bank Liquidity Pool Account

- a. SJCERA uses this account, which leverages the Custodian Bank's Short-Term Investment Fund (STIF) to invest in high-grade money market instruments with very short maturities to:

- (1) Receive distributions from fund managers, receive bi-weekly Employer and Employee contributions, and to provide available cash for capital calls and SJCERA administrative expenses.
- (2) Provide the margin and liquidity necessary for the Cash Overlay program that is maintained by the Custodian Bank.

2. Custodian Bank Treasury Account

- a. SJCERA uses the Custodian Bank's Treasury Account for all SJCERA's benefit payments to members and beneficiaries, paying vendors, and for Trustee and staff travel expense reimbursement.

3. County Treasurer Administrative Account

- a. SJCERA uses the County Treasurer Administrative Account to pay SJCERA staff payroll and County Shared Services Fees.
- b. The County is responsible for the control and safekeeping of all instruments of title and for investment of this account. This account is monitored monthly

by SJCERA's Finance staff. If cash is needed, the Retirement Financial Officer, with approval from SJCERA's Executive Management, will transfer funds from the Custodian Bank Liquidity Pool Account.

IV. Liquidity Management

- A. The Custodian Bank Liquidity Pool will be funded to contain a sufficient reserve and will be monitored monthly. The minimum liquidity reserve shall equal two months of projected net benefit payments, operating expenses, and reasonably anticipated capital calls under normal operating conditions. The funding sources of the Liquidity Pool will be in accordance with the SJCERA's Strategic Asset Allocation Policy. The Liquidity Pool is invested in the Custodian Bank's Short Term Investment Fund. In addition, the Custodian Bank is authorized to transfer, on a daily basis, all available U.S. dollar cash balances of each account to the Liquidity Pool Account. The Custodian Bank will monitor and identify cash balances that exist as of the close of each business day, and that such cash balance, if any, will then be transferred to the Liquidity Pool Account.

- B. When cash is needed in the Liquidity Pool, in consultation with SJCERA's investment consultant, staff will determine the appropriate funding sources. Funding sources may include accounts with greater liquidity, lower transaction costs, or accounts which are overweight compared to their target allocation.
 - 1. Authority to move cash between manager accounts and SJCERA's Liquidity Pool, or to liquidate assets, up to a maximum of \$50,000,000 per transaction will be accomplished at the staff level at the authority of the Chief Executive Officer.
 - 2. Liquidation of assets to fund the Liquidity Pool in excess of \$50,000,000 per transaction will be submitted to the Board for approval. In the rare event that time does not permit action by the Board, the Chief Executive Officer, in consultation with SJCERA's investment consultant, will seek approval from the Board Chair. The Board Chair may grant such approval. Any asset liquidation in excess of \$50,000,000 approved by the Board Chair must be reported to the full Board at its next meeting. Funding of new managers or strategies from an existing manager's mandate will be submitted to the Board for approval.
 - 3. Generally, fixed income interest will be reinvested by SJCERA's Fixed Income asset managers. However, based on SJCERA's projected cash demands such as paying benefits and expenses, the Chief Executive Officer, in consultation with SJCERA's investment consultants, may direct one or more of the Fixed Income asset managers to distribute, rather than reinvest, fixed income interest to SJCERA until further notice. Subsequently, based on SJCERA's projected cash demands and in consultation with SJCERA's investment consultants, the Chief Executive Officer may direct one or more Fixed Income asset managers to reinvest fixed income interest again.

V. Communications

- A. Staff will report to Chief Executive Officer all cash management activity including:
 - 1. Quarterly Cash Activities Report;
 - 2. Annual Cash Flow Statement with Fixed Income Interest, Contributions and Benefit Payment;
 - 3. Resolutions pertaining to Liquidation of Assets/Transfer of Funds in excess of \$50,000,000 per transaction.

VI. Emergency Cash Management

- A. SJCERA shall maintain an agreement with the County to send and receive funds through the Administrative Account held at the County Treasurer, to preserve operations in case of an emergency which renders SJCERA unable to receive or distribute funds through the Custodian Bank Liquidity Pool.
- B. The County Treasurer has established separate emergency banking relationships and accounts in the event the primary County Administrative Account also becomes inaccessible and will provide SJCERA use of this emergency account as needed.

VII. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

VIII. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board in accordance with the bylaws.

VII. History

- 02/25/2011 Adopted by Board of Retirement as INV 0600
- 01/24/2014 Adopted by Board of Retirement as INV 0620
- 09/26/2014 Revised by the Board of Retirement as ADMIN 0108
- 06/26/2015 Revised by the Board of Retirement as ADMIN 0108
- 06/29/2018 Reviewed, no content changes, staff updated format
- 04/12/2019 Policy Review section amended to at least once every three years
- 07/10/2020 Revised to increase reporting threshold to \$50 million, update Liquidity Pool funding sources, and other non-substantive changes
- 07/14/2023 Revised to reflect current procedure, clarify the purpose of each cash account, added the Emergency Cash Management section, and other non-substantive changes

07/10/2026 Added Law Previats section, clarification of minimum liquidity reserve, change in bank account utilization and non-substantive formatting changes

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Board Administrative Policy

Chief Executive Officer Performance Review Policy

I. Purpose

- A. To provide guidelines and procedures for the systematic assessment of Chief Executive Officer (“CEO”) performance.
- B. To enhance CEO and organizational effectiveness, by ensuring that:
 1. San Joaquin County Employees’ Retirement Association’s (“SJCERA”) mandates are being carried out appropriately,
 2. The working relationship between the Board and the CEO is effective and strong, and
 3. The CEO is provided with specific expectations and feedback regarding his/her performance.

~~II. Frequency and Content~~

- ~~A. CEO performance is evaluated annually against clearly defined objectives and expectations, which are developed jointly by the CEO and trustees.~~
 - ~~1. Objectives and expectations may include SJCERA’s achievement of financial and organizational goals, and service targets, as well as effective human resource management, progress on implementing SJCERA strategy, and other Board directives. Generally, those expectations are included within the Annual Action Plan. (or delete entire A.1.)~~

III. II. Objectives

- A. The annual CEO Performance Review includes two objectives: assessment of performance during the past calendar year and development of goals for the upcoming year. The evaluation should document past successes and targeted achievements, future objectives and goals, and ~~also~~ the CEO’s ability, vision, strategy and resources to achieve those aims.

IV. III. Process and Timeline

- A. The CEO Performance Review will proceed according to the following process and timeline:
 1. October
 - a. The CEO presents to the Board of Retirement for their approval a draft of the written goals for the upcoming calendar year.
 - b. Goals should include performance targets and personal/development goals.

c. The approved goals will be incorporated into the staff goals and budget, and considered by the Board and the CEO Performance Review Committee in the performance and compensation review process.

~~e.d.~~ The annual goals and expectations of the CEO shall be developed jointly by the Trustees and the CEO.

2. December

- a. The CEO presents a budget, which identifies necessary funding to achieve approved goals.
- b. The CEO provides the Committee Chair a schedule of proposed due dates for tasks outlined in this policy. The schedule will consider, among other things, Board meeting dates and required approvals.

3. January

- a. The CEO reports on accomplishments on prior-year goals to the full board at its regularly scheduled meeting in open session.
- b. In closed session, the CEO ~~provides~~ ~~toprovides~~ all Board members a self-evaluation for the Board's consideration in completing their overall evaluation.
- c. CEO Performance Feedback Worksheets (Attachment A) are distributed to all Board members.
- d. The CEO Performance Review Committee meets and appoints a Committee Chair, if the Board Chair did not assign a Committee Chair when making committee assignments. The Committee Chair is responsible for gathering the Worksheets, compiling/summarizing results, relaying trustee comments during review discussions and, in collaboration with the committee, drafting the performance review memo.
- e. The Worksheets shall be returned to the Committee Chair. The Chair shall set a due date that is no later than month-end.
 - i. The Committee Chair consolidates feedback into the Consolidated Trustee Feedback form (Attachment B) and drafts a memo using the Memo Template (Attachment C) reflecting the collective assessment of the CEO's performance. The Committee Chair distributes the consolidated feedback and draft memo to the CEO Performance Review Committee.
 - ii. The Committee Chair may have one-on-one discussions as needed to clarify trustees' individual input, provided appropriate care is taken to ensure compliance with the Brown Act.
- f. The Committee Chair instructs staff to schedule a meeting, and prepare and timely post an agenda for the February/March committee meeting.

4. February/March

- a. The committee meets, without staff present, to review and provide input on the memo based on the consolidated feedback, including assisting with summarizing the feedback, determining the key accomplishments, and making suggestions for further development (if any) to include in the memo. The committee will also formulate a recommendation regarding

compensation in accordance with Section IV(A)(4)(g) of this policy and the CEO's employment agreement.

- b. The Committee Chair distributes the summarized feedback and committee-approved draft memo to the trustees and the CEO.
 - i. The trustees may have one-on-one discussions with the Committee Chair as needed regarding the draft memo, provided appropriate care is taken to ensure compliance with the Brown Act.
- c. The Board Chair and the- Committee Chair meet with the CEO to discuss the feedback.
- d. The CEO meets with the Board in closed session to discuss the performance review memo and feedback.
 - i. Upon completion of IV.A.4.d, the Board Chair signs the memo, obtains the CEO signature acknowledging receipt, provides a copy of the review memo to the CEO, and submits the original signed memo to [SJCERA's custodian of personnel records](#)~~the County Human Resources Division~~ for inclusion in the CEO's personnel file.
 - ii. Upon completion of IV.A.4.d, all Board members shall shred or otherwise destroy all feedback, notes, drafts, emails, and other related documents and correspondence, whether paper or electronic, that were produced or obtained, sent or received, as part of the CEO Review Process.
- e. The Board subsequently authorizes merit, equity, or incentive compensation increases, if any, based on performance. Such increases, if any, shall be in addition to any COLA increases awarded to the Executive Unit.
 - i. Compensation for the CEO position shall be included in a market survey of total compensation every three years, to ensure its competitiveness.
 1. The County Human Resources Division conducts total compensation surveys for County department heads.
 - ii. The Board may authorize incentive compensation increases if it determines the goals approved pursuant to Section IV.A.1 have been achieved. Such incentive compensation increases shall not exceed 10 percent of the CEO's annual base salary, increase base pay, or be included as part of the CEO's retirement-eligible compensation.
 - iii. The Board may authorize equity compensation increases if it determines the CEO's annual base salary is below market. Annual merit -(step) increases occur automatically upon completion of 2080 hours unless the CEO receives an unsatisfactory performance review. Equity and merit increases are retirement-eligible compensation.
 - iv. To comply with the Brown Act's requirement for the Board to vote on any merit, equity, or incentive compensation increases in open session, the Committee Chair, or designee, shall promptly request the CEO place any

Board-approved increase on the next available Board meeting's open session agenda, typically in March.

~~iv.v.~~ [SJCERA will provide a resolution to County Payroll for any authorized incentive compensation increases.](#)

5. June

- a. CEO provides mid-year progress report on calendar year goals presented to the Board pursuant to Section IV(A)(1).
- b. Board discusses mid-year progress and performance with CEO present in closed session.

- i. This meeting is intended to assist the Board in monitoring the organization's progress toward the annual goals, to provide an opportunity to adjust expectations in light of new circumstances, and to provide the opportunity for the CEO to make adjustments, if needed, during the second half of the calendar year.

6. August

- a. The Board Chair appoints CEO Performance Review committee members.

IV. Law Prevails

[A. In the event a conflict between this Policy and any applicable law, including the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.](#)

V. Policy Review

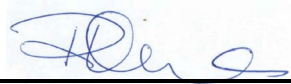
- A. Staff shall review this Policy annually to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board of Retirement in accordance with the bylaws.

VI. History

06/08/2018	Adopted Policy
06/29/2018	Staff updated format
07/12/2019	Amended to make Committee a standing committee with appointment considerations, clarified Committee's role, and integrated compensation review into the process
07/10/2020	Amended to align the committee appointment timing with other standing committees, remove text included in committee charter, assign responsibility for proposing schedule of tasks, and clarify compensation discussion and decision requirements

07/08/2022 Added requesting staff create/add items on Committee and Board
agendas, and made clarifying wording changes
07/14/2023 Reviewed; no changes
07/11/2025 Deleted County's Human Resources physical address
07/10/2026 Added Law Prevalia section, staff to submit a resolution to County
Payroll for any authorized bonuses and other clarifying language

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Board Administrative Policy

Chief Executive Officer Performance Review Policy

I. Purpose

- A. To provide guidelines and procedures for the systematic assessment of Chief Executive Officer (“CEO”) performance.
- B. To enhance CEO and organizational effectiveness, by ensuring that:
 - 1. San Joaquin County Employees’ Retirement Association’s (“SJCERA”) mandates are being carried out appropriately,
 - 2. The working relationship between the Board and the CEO is effective and strong, and
 - 3. The CEO is provided with specific expectations and feedback regarding his/her performance.

II. Objectives

- A. The annual CEO Performance Review includes two objectives: assessment of performance during the past calendar year and development of goals for the upcoming year. The evaluation should document past successes and targeted achievements, future objectives and goals, and the CEO’s ability, vision, strategy and resources to achieve those aims.

III. Process and Timeline

- A. The CEO Performance Review will proceed according to the following process and timeline:
 - 1. October
 - a. The CEO presents to the Board of Retirement for their approval a draft of the written goals for the upcoming calendar year.
 - b. Goals should include performance targets and personal/development goals.
 - c. The approved goals will be incorporated into the staff goals and budget and considered by the Board and the CEO Performance Review Committee in the performance and compensation review process.
 - d. The annual goals and expectations of the CEO shall be developed jointly by the Trustees and the CEO.

2. December

- a. The CEO presents a budget, which identifies necessary funding to achieve approved goals.
- b. The CEO provides the Committee Chair a schedule of proposed due dates for tasks outlined in this policy. The schedule will consider, among other things, Board meeting dates and required approvals.

3. January

- a. The CEO reports on accomplishments on prior-year goals to the full board at its regularly scheduled meeting in open session.
- b. In closed session, the CEO provides all Board members a self-evaluation for the Board's consideration in completing their overall evaluation.
- c. CEO Performance Feedback Worksheets (Attachment A) are distributed to all Board members.
- d. The CEO Performance Review Committee meets and appoints a Committee Chair, if the Board Chair did not assign a Committee Chair when making committee assignments. The Committee Chair is responsible for gathering the Worksheets, compiling/summarizing results, relaying trustee comments during review discussions and, in collaboration with the committee, drafting the performance review memo.
- e. The Worksheets shall be returned to the Committee Chair. The Chair shall set a due date that is no later than month-end.
 - i. The Committee Chair consolidates feedback into the Consolidated Trustee Feedback form (Attachment B) and drafts a memo using the Memo Template (Attachment C) reflecting the collective assessment of the CEO's performance. The Committee Chair distributes the consolidated feedback and draft memo to the CEO Performance Review Committee.
 - ii. The Committee Chair may have one-on-one discussions as needed to clarify trustees' individual input, provided appropriate care is taken to ensure compliance with the Brown Act.
- f. The Committee Chair instructs staff to schedule a meeting and prepare and timely post an agenda for the February/March committee meeting.

4. February/March

- a. The committee meets, without staff present, to review and provide input on the memo based on the consolidated feedback, including assisting with summarizing the feedback, determining the key accomplishments, and making suggestions for further development (if any) to include in the memo. The committee will also formulate a recommendation regarding

compensation in accordance with Section IV(A)(4)(g) of this policy and the CEO's employment agreement.

- b. The Committee Chair distributes the summarized feedback and committee-approved draft memo to the trustees and the CEO.
 - i. The trustees may have one-on-one discussions with the Committee Chair as needed regarding the draft memo, provided appropriate care is taken to ensure compliance with the Brown Act.
- c. The Board Chair and the Committee Chair meet with the CEO to discuss the feedback.
- d. The CEO meets with the Board in closed session to discuss the performance review memo and feedback.
 - i. Upon completion of IV.A.4.d, the Board Chair signs the memo, obtains the CEO signature acknowledging receipt, provides a copy of the review memo to the CEO, and submits the original signed memo to SJCERA's custodian of personnel records for inclusion in the CEO's personnel file.
 - ii. Upon completion of IV.A.4.d, all Board members shall shred or otherwise destroy all feedback, notes, drafts, emails, and other related documents and correspondence, whether paper or electronic, that were produced or obtained, sent or received, as part of the CEO Review Process.
- e. The Board subsequently authorizes merit, equity, or incentive compensation increases, if any, based on performance. Such increases, if any, shall be in addition to any COLA increases awarded to the Executive Unit.
 - i. Compensation for the CEO position shall be included in a market survey of total compensation every three years, to ensure its competitiveness.
 1. The County Human Resources Division conducts total compensation surveys for County department heads.
 - ii. The Board may authorize incentive compensation increases if it determines the goals approved pursuant to Section IV.A.1 have been achieved. Such incentive compensation increases shall not exceed 10 percent of the CEO's annual base salary, increase base pay, or be included as part of the CEO's retirement-eligible compensation.
 - iii. The Board may authorize equity compensation increases if it determines the CEO's annual base salary is below market. Annual merit (step) increases occur automatically upon completion of 2080 hours unless the CEO receives an unsatisfactory performance review. Equity and merit increases are retirement-eligible compensation.
 - iv. To comply with the Brown Act's requirement for the Board to vote on any merit, equity, or incentive compensation increases in open session, the Committee Chair, or designee, shall promptly request the CEO place any

Board-approved increase on the next available Board meeting's open session agenda, typically in March.

- v. SJCERA will provide a resolution to County Payroll for any authorized incentive compensation increases.

5. June

- a. CEO provides mid-year progress report on calendar year goals presented to the Board pursuant to Section IV(A)(1).
- b. Board discusses mid-year progress and performance with CEO present in closed session.

- i. This meeting is intended to assist the Board in monitoring the organization's progress toward the annual goals, to provide an opportunity to adjust expectations in light of new circumstances, and to provide the opportunity for the CEO to make adjustments, if needed, during the second half of the calendar year.

6. August

- a. The Board Chair appoints CEO Performance Review committee members.

IV. Law Prevails

A. In the event a conflict between this Policy and any applicable law, including the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

V. Policy Review

A. Staff shall review this Policy annually to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board of Retirement in accordance with the bylaws.

VI. History

06/08/2018	Adopted Policy
06/29/2018	Staff updated format
07/12/2019	Amended to make Committee a standing committee with appointment considerations, clarified Committee's role, and integrated compensation review into the process
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07/08/2022	Added requesting staff create/add items on Committee and Board agendas, and made clarifying wording changes

07/14/2023
07/11/2025
07/10/2026

Reviewed; no changes
Deleted County's Human Resources physical address
Added Law Prevails section, staff to submit a resolution to County Payroll for any authorized bonuses and other clarifying language

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Board Governance Policy

Conflict of Interest Policy

I. Purpose

- A. To fulfill the requirements of the Political Reform Act (Government Code Section 81000, et seq.), requiring state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act.

Therefore, the terms of Section 18730 of Article 2 of Chapter 7 of Division 6 of Title 2 of the California Code of Regulations and any amendments thereto adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the Disclosure Categories, attached and incorporated herein as Attachment 1, constitute the Conflict of Interest Code of the San Joaquin County Employees' Retirement Association (SJCERA).

II. Objective

- A. To promote transparency and accountability among SJCERA's trustees, designated staff, and specified consultants by requiring them to disclose their personal financial interests.

III. Filing Requirements

- A. Pursuant to Section 4 of the standard Conflict of Interest code (Section 18730), persons identified in all Disclosure Categories shall file Statements of Economic Interest with SJCERA. Statements will be retained by SJCERA and listed in a certification filed with the County Registrar of Voters. All statements filed are public records open for public inspection and reproduction pursuant to Section 81008 of the California Government Code.
- B. Pursuant to Section 87314 of the California Government Code as added by Chapter 702, Statutes of 2010, attached and incorporated herein is an Appendix entitled "Agency Positions that Manage Public Investments for the Purpose of Section 87200 of the Government Code." Also, as required, this Appendix shall remain posted on the SJCERA website in a manner that is easily identifiable and accessible.
- C. Responsibility for accurately reporting disclosable interests rests solely with the person(s) required to file pursuant to statute or this code and not with SJCERA.

III.IV. Statements of Economic Interest

- A. Staff shall prepare an annual summary report of the Statements of Economic Interest filed with SJCERA pursuant to Section II.A. The report will be submitted to the Administrative Committee at its annual June meeting for receipt and filing.

V. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

IV.VI. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance with the Political Reform Act. Any revisions or amendments to this policy must be approved by the Board ~~of Retirement~~ in accordance with the bylaws.

V.VII. History

- 08/09/1991 First adopted by the Board of Retirement
02/09/1996 Disclosure Categories revised by Resolution No. 1996-02-02
08/09/2002 Disclosure Categories revised by Resolution No. 2002-08-01
07/14/2006 Disclosure Categories revised by Resolution No. 2006-07-02
04/11/2008 Disclosure Categories revised by Resolution No. 2008-04-04 (First established standard policy format)
12/17/2010 Disclosure Categories revised and Appendix Added by Resolution No. 2010-12-04
05/09/2014 Disclosure Categories, Statutory References, and Policy Wording revised by Resolution No. 2014-05-02
06/29/2018 Reviewed, no content changes, staff updated format
04/12/2019 Policy Review section amended to at least once every three years
07/12/2019 Amended per County's direction to send ROV certifications and retain statements on all filers
01/20/2023 Amended to include Statements of Economic Interest procedure, clarify the Government Code reference, and update format
12/08/2023 Added inhouse General Counsel position to the Designated Employees section in Group B of Attachment 1 and a non-substantive change.
07/10/2026 Added Objective and Law Prevails sections and other non-substantive formatting changes

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date

ATTACHMENT 1

SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION CONFLICT OF INTEREST CODE

DISCLOSURE CATEGORIES

Group A - Officials/Consultants: (Required to file pursuant to Government Code Section 87200)

Member of the Board of Retirement

Investment Consultants

~~External Managers (as defined in Government Code Section 82025.3 as it may be amended from time to time)~~

Group B – Designated Employees: (Required to file pursuant to this Conflict of Interest Code)

Chief Executive Officer

Assistant Chief Executive Officer

Investment Officer

General Counsel

Retirement Financial Officer

Departmental Systems Information Manager

Persons identified in all Disclosure Categories shall report on the following interests as defined in, and by completing, the California Fair Political Practices Commission's Statement of Economic Interests Form 700:

- a. Investments
- b. Interests in Real Property
- c. Income, Loans, and Business Positions
- d. Income – Gifts
- e. Travel Payments, Advances, and Reimbursements

**SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
CONFLICT OF INTEREST CODE**

**Agency Positions that Manage Public Investments
for Purposes of Section 87200 of the California Government Code**

Positions of the Board of Retirement:

First Member:	San Joaquin County Treasurer-Tax Collector
Second Member:	Active General Member of SJCERA – elected
Third Member:	Active General Member of SJCERA – elected
Fourth Member:	Appointed by the Board of Supervisors
Fifth Member:	Appointed by the Board of Supervisors
Sixth Member:	Appointed by the Board of Supervisors - may be a County supervisor
Seventh Member:	Active Safety Member of SJCERA – elected
Alternate Seventh Member:	Active Safety Member of SJCERA - elected
Eighth Member:	Retired Member of SJCERA – elected
Alternate Retired Member:	Retired Member of SJCERA – elected
Ninth Member:	Appointed by the Board of Supervisors



Board Governance Policy

Conflict of Interest Policy

I. Purpose

- A. To fulfill the requirements of the Political Reform Act (Government Code Section 81000, et seq.), requiring state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act.

Therefore, the terms of Section 18730 of Article 2 of Chapter 7 of Division 6 of Title 2 of the California Code of Regulations and any amendments thereto adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the Disclosure Categories, attached and incorporated herein as Attachment 1, constitute the Conflict of Interest Code of the San Joaquin County Employees' Retirement Association (SJCERA).

II. Objective

- A. To promote transparency and accountability among SJCERA's trustees, designated staff, and specified consultants by requiring them to disclose their personal financial interests.

III. Filing Requirements

- A. Pursuant to Section 4 of the standard Conflict of Interest code (Section 18730), persons identified in all Disclosure Categories shall file Statements of Economic Interest with SJCERA. Statements will be retained by SJCERA and listed in a certification filed with the County Registrar of Voters. All statements filed are public records open for public inspection and reproduction pursuant to Section 81008 of the California Government Code.
- B. Pursuant to Section 87314 of the California Government Code as added by Chapter 702, Statutes of 2010, attached and incorporated herein is an Appendix entitled "Agency Positions that Manage Public Investments for the Purpose of Section 87200 of the Government Code." Also, as required, this Appendix shall remain posted on the SJCERA website in a manner that is easily identifiable and accessible.
- C. Responsibility for accurately reporting disclosable interests rests solely with the person(s) required to file pursuant to statute or this code and not with SJCERA.

IV. Statements of Economic Interest

- A. Staff shall prepare an annual summary report of the Statements of Economic Interest filed with SJCERA pursuant to Section II.A. The report will be submitted to the Administrative Committee at its annual June meeting for receipt and filing.

V. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.


VI. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance with the Political Reform Act. Any revisions or amendments to this policy must be approved by the Board in accordance with the bylaws.

VII. History

- 08/09/1991 First adopted by the Board of Retirement
- 02/09/1996 Disclosure Categories revised by Resolution No. 1996-02-02
- 08/09/2002 Disclosure Categories revised by Resolution No. 2002-08-01
- 07/14/2006 Disclosure Categories revised by Resolution No. 2006-07-02
- 04/11/2008 Disclosure Categories revised by Resolution No. 2008-04-04 (First established standard policy format)
- 12/17/2010 Disclosure Categories revised and Appendix Added by Resolution No. 2010-12-04
- 05/09/2014 Disclosure Categories, Statutory References, and Policy Wording revised by Resolution No. 2014-05-02
- 06/29/2018 Reviewed, no content changes, staff updated format
- 04/12/2019 Policy Review section amended to at least once every three years
- 07/12/2019 Amended per County's direction to send ROV certifications and retain statements on all filers
- 01/20/2023 Amended to include Statements of Economic Interest procedure, clarify the Government Code reference, and update format
- 12/08/2023 Added inhouse General Counsel position to the Designated Employees section in Group B of Attachment 1 and a non-substantive change
- 07/10/2026 Added Objective and Law Prevails sections and other non-substantive formatting changes

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date

ATTACHMENT 1

SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION CONFLICT OF INTEREST CODE

DISCLOSURE CATEGORIES

Group A - Officials/Consultants: (Required to file pursuant to Government Code Section 87200)

Member of the Board of Retirement
Investment Consultants

Group B – Designated Employees: (Required to file pursuant to this Conflict of Interest Code)

Chief Executive Officer
Assistant Chief Executive Officer
Investment Officer
General Counsel
Retirement Financial Officer
Departmental Systems Information Manager

Persons identified in all Disclosure Categories shall report on the following interests as defined in, and by completing, the California Fair Political Practices Commission's Statement of Economic Interests Form 700:

- a. Investments
- b. Interests in Real Property
- c. Income, Loans, and Business Positions
- d. Income – Gifts
- e. Travel Payments, Advances, and Reimbursements

**SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
CONFLICT OF INTEREST CODE**

**Agency Positions that Manage Public Investments
for Purposes of Section 87200 of the California Government Code**

Positions of the Board of Retirement:

First Member:	San Joaquin County Treasurer-Tax Collector
Second Member:	Active General Member of SJCERA – elected
Third Member:	Active General Member of SJCERA – elected
Fourth Member:	Appointed by the Board of Supervisors
Fifth Member:	Appointed by the Board of Supervisors
Sixth Member:	Appointed by the Board of Supervisors - may be a County supervisor
Seventh Member:	Active Safety Member of SJCERA – elected
Alternate Seventh Member:	Active Safety Member of SJCERA - elected
Eighth Member:	Retired Member of SJCERA – elected
Alternate Retired Member:	Retired Member of SJCERA – elected
Ninth Member:	Appointed by the Board of Supervisors



Declining Employer Payroll Policy

I. Purpose

- A. ~~A participating employer in the San Joaquin County Employees' Retirement Association (SJCERA) may experience an actual or expected material decline in the payroll attributable to its SJCERA active members (SJCERA covered payroll). The Declining Employer Payroll Policy is intended t~~To establish guidelines by which SJCERA intends to assure that such employer will continue to satisfy its obligation to timely pay all unfunded actuarial accrued liability (UAAL) attributable to the employer's active, retired and deferred employees and their beneficiaries by reason of their prior and future service as SJCERA members.

II. Background and Objectives

- A. ~~As a general rule, under SJCERA's practice in place prior to the adoption of this Declining Employer Payroll Policy, SJCERA determined employers' contribution obligations for UAAL by applying a contribution rate determined by SJCERA's actuary to the employer's SJCERA covered payroll (the percentage of payroll methodology), with separate rates applied for General and Safety members. For employers whose payrolls are generally consistent with SJCERA's actuarial assumptions regarding payroll growth, the percentage of payroll methodology continues to be appropriate. But for employers whose SJCERA covered payroll is declining, or is expected to decline, materially over time, the Board of Retirement has determined that the percentage of payroll methodology is generally not the appropriate means of collecting employer contributions owed to the system.~~ The objectives of this Declining Employer Payroll Policy are to (i) to ensure equitable and adequate funding of UAAL in cases involving employers with declining SJCERA-covered payrolls, (ii) approve procedures for identifying employers who should be subject to this Policy, and (iii) approve a different methodology for determining any UAAL attributable to such employers and setting the amount and schedule of the contributions needed to fund such UAAL. This Policy does *not* change the methodology regarding how contributions for "normal cost" are determined for participating employers.
- B. ~~Generally, the objectives of this Policy also are t~~To ensure compliance with County Employees Retirement Law of 1937, California Government Code sections 31450 et seq., as amended, and other applicable provisions of law. Pursuant to Gov't. Code sections 31453, 31453.5, 31454.7, 31581, 31582, 31584, 31585, 31586 and other applicable provisions of law, a participating employer remains liable, and must make the required appropriations and transfers, to SJCERA for the employer's share of liabilities attributable to its officers and employees who are and may be entitled to receive retirement, disability and related benefits from SJCERA.
- C. It is the Board of Retirement's intent to allow an employer covered by this Policy to satisfy its funding obligation in a manner that provides the employer reasonable flexibility; however, primary consideration will be given to ensuring the adequacy of the assets attributable to the employer to satisfy the employer's funding obligations. This will generally require redetermination of the funding obligations of the employer for a number of years.

III. Background

A. As a general rule, under SJCERA's practice in place prior to the adoption of this Declining Employer Payroll Policy, SJCERA determined employers' contribution obligations for UAAL by applying a contribution rate determined by SJCERA's actuary to the employer's SJCERA-covered payroll (the percentage-of-payroll methodology), with separate rates applied for General and Safety members. For employers whose payrolls are generally consistent with SJCERA's actuarial assumptions regarding payroll growth, the percentage-of-payroll methodology continues to be appropriate. But for employers whose SJCERA-covered payroll is declining, or is expected to decline, materially over time, the Board of Retirement has determined that the percentage-of-payroll methodology is generally not the appropriate means of collecting employer contributions owed to the system.

III.IV. Policy Procedures and Guidelines

Absent exigent circumstances or unless otherwise expressly approved by the Board of Retirement at a duly-noticed public meeting, the ~~procedures and~~ guidelines for implementing this Policy are set forth below.

A. Commencement of Coverage – Triggering Events

1. This Policy covers only those employers for whom the Board determines, based on a recommendation from SJCERA's Chief Executive Officer (CEO), that a *triggering event* as described in this section has occurred *and* who are not excluded from coverage under this Policy as described below. The Board hereby directs the CEO to work with SJCERA staff and service providers (e.g., the actuary) to obtain the information (e.g., SJCERA-covered payroll history) needed for the Board to make determinations regarding triggering events. The CEO is further directed to report to the Board, at least annually, regarding these activities.
 - a. *Triggering event resulting from ceasing to enroll new hires.* Some SJCERA participating employers cease to enroll new hires with SJCERA but, for a period of time, continue to have at least some previously-enrolled employees maintaining their status as active SJCERA members. These employers' SJCERA-covered payroll will eventually diminish to zero as their active employees retire or otherwise terminate employment. Examples of employers in this category may include an employer that is acquired by another entity that is not an SJCERA participating employer, or an SJCERA employer that is taken over by a state agency whose employees are covered by another pension system such as CalPERS. There may be other examples as well.
 - b. *Triggering event resulting from a material and expected long-lasting reduction in SJCERA-covered payroll.* Some employers may experience a material reduction in their SJCERA-covered payroll, but nevertheless continue to enroll their new hires with SJCERA. The reduction may be sudden (e.g., due to a discrete event such as a partial loss of funding, or partial outsourcing), or it may be more gradual, over a period of years, and might not be tied to a discrete event. Generally, the Board would determine that this type of triggering event has occurred only if the Board expects that the reduction in employer's SJCERA-covered payroll is expected to be permanent, long-lasting or for an indefinite

period of time that is greater than a cycle that the employer may typically experience, or a cycle similarly experienced by the other employers, if any, in the same SJCERA rate group. Generally, by its nature, the determination of whether this type of triggering event has occurred is more subjective than that described in subparagraph a) immediately above.

B. Exclusions from Coverage; Terminations of Coverage

1. This Policy also covers *only* those employers (i) who are financially-viable entities when a triggering event occurs, *and* (ii) whom SJCERA expects to continue indefinitely thereafter to be financially-viable entities. This Policy does not cover any other situation, including, without limitation, an employer going out of business by reason of dissolution, loss of funding, consolidation or merger (unless there is a surviving financially-viable entity that is acceptable to the Board that will make the ongoing payments under the Policy). This Policy also does not cover a “withdrawing employer” who ceases to provide SJCERA membership for *all* of the employer’s active SJCERA members (*i.e.*, as of a date certain, withdraws both new hires and existing actives from membership with SJCERA).
2. The Board of Retirement also recognizes that participating employers covered by this Policy will have UAAL funding obligations for a number of years. Therefore, if concerns arise during that period of time regarding the employer’s ongoing existence as a financially-viable entity, the Board may remove the employer from coverage under this Policy and/or take any other measures that may be available to ensure the actuarial soundness of the retirement system including, without limitation, assessing the projected entire amount of the employer’s UAAL (as recommended by the fund’s actuary and approved by the Board) using a lower discount rate and payable in a single sum immediately due, as has been described under the Board’s Employer Termination Policy.

C. Procedures

1. The CEO will (i) work with SJCERA’s staff, service providers, and SJCERA’s participating employers to obtain the information (*e.g.*, SJCERA-covered payroll history, financial reports) needed for the Board to make determinations regarding triggering events and exclusions from, or terminations of, coverage and (ii) report to the Board, at least annually, regarding these activities.
2. Upon a recommendation from the CEO and notice to the affected participating employer, the Board will determine, at a duly-noticed public meeting, (i) whether a triggering event has occurred for the employer, (ii) whether the employer should be excluded from coverage under this Policy, and (iii) for those employers that the Board has previously determined to be covered under the Policy, whether their coverage should be terminated under section III.B.1 above. Employers may be required to provide SJCERA with updated financial reports as well as employee census and payroll data. See Gov’t. Code section 31543.
3. If the Board determines that a triggering event has occurred and the employer is not excluded from coverage under the Policy, then, solely for purposes of determining the covered employer’s UAAL contribution obligation, SJCERA will segregate on its books all assets and liabilities attributable to the employer, based upon the recommendation of SJCERA’s actuary, and shall maintain such separate accounting for the employer until all of the participating employer’s obligations to

SJCERA have been fully satisfied.

4. SJCERA's actuary will determine, and certify to the Board of Retirement, the covered employer's funding obligation for its initial UAAL, which obligation shall not be pro-rata based on payroll, but rather based on the employer's share of the actuarial accrued liability (AAL), including the remaining liability for any inactive members who have accrued service with the employer.

The Board may determine to require the employer's contributions to be paid in level, fixed-dollar amounts over a period not to exceed the lesser of the current amortization period used to compute SJCERA's UAAL contribution (as represented by the "Single Equivalent Period" applicable to that employer reported in the most recent annual actuarial valuation) or the average duration of the benefit payments associated with the members' service with the employer, beginning on January 1 of the calendar year immediately after the year in which the triggering event occurs.

Upon the request of the employer, and if they can demonstrate an expectation of increasing revenues and/or overall payroll, the Board, in consultation with staff and its actuary, may consider an increasing payment schedule, at a rate of increase not to exceed SJCERA's overall payroll growth assumption, as opposed to a level dollar amortization schedule. Once such a request is made and approved by the Board, the Board may require renewed demonstration of the appropriateness of this approach in future years.

The employer's UAAL contribution will also include a load for administrative expenses, based on the same employer administrative load applied to the other contributing employers as determined in the most recent actuarial valuation.

5. The actuary will use the actuarial valuation performed for SJCERA as of the end of the calendar year immediately prior to the calendar year in which the triggering event occurs (and based on all of SJCERA's then current actuarial assumptions and methodologies) to determine the initial valuation value of assets (VVA), a smoothed value, allocated to the covered employer. That initial VVA will be a pro-rata allocation based on the employer's AAL (*i.e.*, based on the employer's initial UAAL allocation determined in accordance with section 4 above), and will be determined separately for the assets and liabilities associated with General and Safety members (*i.e.*, the employer will receive an allocation of the VVA associated with the General members based on their share of the General member liabilities, and similarly for Safety, as applicable).

Later values of the VVA (*i.e.*, those used in the future valuations described below) shall be determined by rolling forward the initial VVA, adding contributions, deducting benefit payments and the employer's share of administrative expenses, and crediting earnings at the actual smoothed (VVA) earnings rate on total SJCERA assets. The employer's share of the administrative expenses is determined based on the share of the employer's total AAL as of the most recent actuarial valuation to the total SJCERA AAL.

6. Annually, after the determination of the covered employer's initial funding obligation, as part of the regular annual actuarial valuation of the plan, SJCERA's actuary will measure any change in the UAAL of the participating employer due to actuarial experience or changes in actuarial assumptions. In addition to the

amortized payments for the covered employer's initial UAAL funding obligation determined as of the initial valuation, the employer will be liable for, and must contribute to SJCERA, any such new UAAL determined as of subsequent valuations, based upon an amortization schedule recommended by the actuary and adopted by the Board of Retirement. As a default, the amortization schedule will be determined based on the policy described above (*i.e.*, the shorter of the Single Equivalent Period applicable to the employer from the most recent actuarial valuation, or the average duration of the projected benefit payments for the employer's members). SJCERA will hold any negative UAAL (Surplus) to be applied against any future UAAL of the covered employer.

7. Eventually, the Board may determine, in consultation with staff and its service providers, that it is in the best interest of the Plan – for administrative burden or other reasons – for the employer's coverage under this policy to transition to a "Terminating Employer", and thus determine a final single sum payment under the SJCERA "Employer Termination Policy." Staff and service providers will conduct this analysis when the remaining duration approaches the asset smoothing period (currently five years), and at any other time determined to be in the best interest of the plan. If any Surplus remains after the covered employer has satisfied *all* of its UAAL obligations (Final Surplus), SJCERA will distribute the Final Surplus in accordance with the terms of applicable law.

V. Law Prevails

A. In the event a conflict between this Policy and any applicable law, including the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

IV.VI. Policy Review

A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board of Retirement in accordance with the bylaws.

V.VII. History

04/12/2019	Adopted
07/08/2022	Reviewed, corrected one typo, no substantive changes
07/14/2023	Reviewed (including actuarial consideration of smaller employers' payroll volatility), added statutory authority effective 1/1/2021, updated policy review section, and other non-substantive changes
<u>07/10/2026</u>	<u>Added Law Prevails section and other non-substantive formatting changes</u>

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Board Administrative Policy

Declining Employer Payroll Policy

I. Purpose

- A. To establish guidelines by which SJCERA intends to assure that such employer will continue to satisfy its obligation to timely pay all unfunded actuarial accrued liability (UAAL) attributable to the employer's active, retired and deferred employees and their beneficiaries by reason of their prior and future service as SJCERA members.

II. Objectives

- A. The objectives of this Declining Employer Payroll Policy are to (i) to ensure equitable and adequate funding of UAAL in cases involving employers with declining SJCERA-covered payrolls, (ii) approve procedures for identifying employers who should be subject to this Policy, and (iii) approve a different methodology for determining any UAAL attributable to such employers and setting the amount and schedule of the contributions needed to fund such UAAL. This Policy does *not* change the methodology regarding how contributions for "normal cost" are determined for participating employers.
- B. To ensure compliance with County Employees Retirement Law of 1937, California Government Code sections 31450 et seq., as amended, and other applicable provisions of law. Pursuant to Gov't. Code sections 31453, 31453.5, 31454.7, 31581, 31582, 31584, 31585, 31586 and other applicable provisions of law, a participating employer remains liable, and must make the required appropriations and transfers, to SJCERA for the employer's share of liabilities attributable to its officers and employees who are and may be entitled to receive retirement, disability and related benefits from SJCERA.
- C. It is the Board of Retirement's intent to allow an employer covered by this Policy to satisfy its funding obligation in a manner that provides the employer reasonable flexibility; however, primary consideration will be given to ensuring the adequacy of the assets attributable to the employer to satisfy the employer's funding obligations. This will generally require redetermination of the funding obligations of the employer for a number of years.

III. Background

- A. As a general rule, under SJCERA's practice in place prior to the adoption of this Declining Employer Payroll Policy, SJCERA determined employers' contribution obligations for UAAL by applying a contribution rate determined by SJCERA's actuary to the employer's SJCERA-covered payroll (the percentage-of-payroll methodology), with separate rates applied for General and Safety members. For employers whose payrolls are generally consistent with SJCERA's actuarial assumptions regarding payroll growth, the percentage-of-payroll methodology continues to be appropriate. But for employers whose SJCERA-covered payroll is declining, or is expected to decline, materially over time, the Board of Retirement has determined that the percentage-of-payroll methodology is generally not the appropriate means of collecting employer contributions owed to the system.

IV. Guidelines

Absent exigent circumstances or unless otherwise expressly approved by the Board at a duly-noticed public meeting, the guidelines for implementing this Policy are set forth below.

A. Commencement of Coverage – Triggering Events

1. This Policy covers only those employers for whom the Board determines, based on a recommendation from SJCERA's Chief Executive Officer (CEO), that a *triggering event* as described in this section has occurred *and* who are not excluded from coverage under this Policy as described below. The Board hereby directs the CEO to work with SJCERA staff and service providers (e.g., the actuary) to obtain the information (e.g., SJCERA-covered payroll history) needed for the Board to make determinations regarding triggering events. The CEO is further directed to report to the Board, at least annually, regarding these activities.
 - a. *Triggering event resulting from ceasing to enroll new hires.* Some SJCERA participating employers cease to enroll new hires with SJCERA but, for a period of time, continue to have at least some previously-enrolled employees maintaining their status as active SJCERA members. These employers' SJCERA-covered payroll will eventually diminish to zero as their active employees retire or otherwise terminate employment. Examples of employers in this category may include an employer that is acquired by another entity that is not an SJCERA participating employer, or an SJCERA employer that is taken over by a state agency whose employees are covered by another pension system such as CalPERS. There may be other examples as well.
 - b. *Triggering event resulting from a material and expected long-lasting reduction in SJCERA-covered payroll.* Some employers may experience a material reduction in their SJCERA-covered payroll, but nevertheless continue to enroll their new hires with SJCERA. The reduction may be sudden (e.g., due to a discrete event such as a partial loss of funding, or partial outsourcing), or it may be more gradual, over a period of years, and might not be tied to a discrete event. Generally, the Board would determine that this type of triggering event has occurred only if the Board expects that the reduction in employer's SJCERA-covered payroll is expected to be permanent, long-lasting or for an indefinite period of time that is greater than a cycle that the employer may typically experience, or a cycle similarly experienced by the other employers, if any, in the same SJCERA rate group. Generally, by its nature, the determination of whether this type of triggering event has occurred is more subjective than that described in subparagraph a) immediately above.

B. Exclusions from Coverage; Terminations of Coverage

1. This Policy also covers *only* those employers (i) who are financially-viable entities when a triggering event occurs, *and* (ii) whom SJCERA expects to continue indefinitely thereafter to be financially-viable entities. This Policy does not cover any other situation, including, without limitation, an employer going out of business by reason of dissolution, loss of funding, consolidation or merger (unless there is a surviving financially-viable entity that is acceptable to the Board that will make the ongoing payments under the Policy). This Policy also does not cover a

“withdrawing employer” who ceases to provide SJCERA membership for *all* of the employer’s active SJCERA members (*i.e.*, as of a date certain, withdraws both new hires and existing actives from membership with SJCERA).

2. The Board of Retirement also recognizes that participating employers covered by this Policy will have UAAL funding obligations for a number of years. Therefore, if concerns arise during that period of time regarding the employer’s ongoing existence as a financially-viable entity, the Board may remove the employer from coverage under this Policy and/or take any other measures that may be available to ensure the actuarial soundness of the retirement system including, without limitation, assessing the projected entire amount of the employer’s UAAL (as recommended by the fund’s actuary and approved by the Board) using a lower discount rate and payable in a single sum immediately due, as has been described under the Board’s Employer Termination Policy.

C. Procedures

1. The CEO will (i) work with SJCERA’s staff, service providers, and SJCERA’s participating employers to obtain the information (*e.g.*, SJCERA-covered payroll history, financial reports) needed for the Board to make determinations regarding triggering events and exclusions from, or terminations of, coverage and (ii) report to the Board, at least annually, regarding these activities.
2. Upon a recommendation from the CEO and notice to the affected participating employer, the Board will determine, at a duly-noticed public meeting, (i) whether a triggering event has occurred for the employer, (ii) whether the employer should be excluded from coverage under this Policy, and (iii) for those employers that the Board has previously determined to be covered under the Policy, whether their coverage should be terminated under section III.B.1 above. Employers may be required to provide SJCERA with updated financial reports as well as employee census and payroll data. See Gov’t. Code section 31543.
3. If the Board determines that a triggering event has occurred and the employer is not excluded from coverage under the Policy, then, solely for purposes of determining the covered employer’s UAAL contribution obligation, SJCERA will segregate on its books all assets and liabilities attributable to the employer, based upon the recommendation of SJCERA’s actuary, and shall maintain such separate accounting for the employer until all of the participating employer’s obligations to SJCERA have been fully satisfied.
4. SJCERA’s actuary will determine, and certify to the Board of Retirement, the covered employer’s funding obligation for its initial UAAL, which obligation shall not be pro-rata based on payroll, but rather based on the employer’s share of the actuarial accrued liability (AAL), including the remaining liability for any inactive members who have accrued service with the employer.

The Board may determine to require the employer’s contributions to be paid in level, fixed-dollar amounts over a period not to exceed the lesser of the current amortization period used to compute SJCERA’s UAAL contribution (as represented by the “Single Equivalent Period” applicable to that employer reported in the most recent annual actuarial valuation) or the average duration of the benefit payments associated with the members’ service with the employer, beginning on January 1 of the calendar year immediately after the

year in which the triggering event occurs.

Upon the request of the employer, and if they can demonstrate an expectation of increasing revenues and/or overall payroll, the Board, in consultation with staff and its actuary, may consider an increasing payment schedule, at a rate of increase not to exceed SJCERA's overall payroll growth assumption, as opposed to a level dollar amortization schedule. Once such a request is made and approved by the Board, the Board may require renewed demonstration of the appropriateness of this approach in future years.

The employer's UAAL contribution will also include a load for administrative expenses, based on the same employer administrative load applied to the other contributing employers as determined in the most recent actuarial valuation.

5. The actuary will use the actuarial valuation performed for SJCERA as of the end of the calendar year immediately prior to the calendar year in which the triggering event occurs (and based on all of SJCERA's then current actuarial assumptions and methodologies) to determine the initial valuation value of assets (VVA), a smoothed value, allocated to the covered employer. That initial VVA will be a pro-rata allocation based on the employer's AAL (*i.e.*, based on the employer's initial UAAL allocation determined in accordance with section 4 above), and will be determined separately for the assets and liabilities associated with General and Safety members (*i.e.*, the employer will receive an allocation of the VVA associated with the General members based on their share of the General member liabilities, and similarly for Safety, as applicable).

Later values of the VVA (*i.e.*, those used in the future valuations described below) shall be determined by rolling forward the initial VVA, adding contributions, deducting benefit payments and the employer's share of administrative expenses, and crediting earnings at the actual smoothed (VVA) earnings rate on total SJCERA assets. The employer's share of the administrative expenses is determined based on the share of the employer's total AAL as of the most recent actuarial valuation to the total SJCERA AAL.

6. Annually, after the determination of the covered employer's initial funding obligation, as part of the regular annual actuarial valuation of the plan, SJCERA's actuary will measure any change in the UAAL of the participating employer due to actuarial experience or changes in actuarial assumptions. In addition to the amortized payments for the covered employer's initial UAAL funding obligation determined as of the initial valuation, the employer will be liable for, and must contribute to SJCERA, any such new UAAL determined as of subsequent valuations, based upon an amortization schedule recommended by the actuary and adopted by the Board of Retirement. As a default, the amortization schedule will be determined based on the policy described above (*i.e.*, the shorter of the Single Equivalent Period applicable to the employer from the most recent actuarial valuation, or the average duration of the projected benefit payments for the employer's members). SJCERA will hold any negative UAAL (Surplus) to be applied against any future UAAL of the covered employer.
7. Eventually, the Board may determine, in consultation with staff and its service providers, that it is in the best interest of the Plan – for administrative burden or other reasons – for the employer's coverage under this policy to transition to a "Terminating Employer", and thus determine a final single sum payment under the

SJCERA "Employer Termination Policy." Staff and service providers will conduct this analysis when the remaining duration approaches the asset smoothing period (currently five years), and at any other time determined to be in the best interest of the plan. If any Surplus remains after the covered employer has satisfied *all* of its UAAL obligations (Final Surplus), SJCERA will distribute the Final Surplus in accordance with the terms of applicable law.

V. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.


VI. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board of Retirement in accordance with the bylaws.

VII. History

04/12/2019	Adopted
07/08/2022	Reviewed, corrected one typo, no substantive changes
07/14/2023	Reviewed (including actuarial consideration of smaller employers' payroll volatility), added statutory authority effective 1/1/2021, updated policy review section, and other non-substantive changes
07/10/2026	Added Law Prevails section and other non-substantive formatting changes

Certification of Board Adoption:


Clerk of the Board

07/10/2026
Date



Board Administration Policy Disability Retirement and Active Member Death Policy and Procedure~~s~~

I. Purpose

- A. ~~The purpose of this policy is to~~ provide a procedure for acting upon applications to the Board for disability retirement and related rights, benefits and privileges inuring to Members of the San Joaquin County Employees' Retirement Association (SJCERA) and their designated beneficiaries. ~~It is intended that applications be fairly and expeditiously processed, that the applicant and the Board have fair notice of any required hearing and consider sufficient facts to arrive at a true and fair decision on the application. For the purposes of a fair hearing, the Board shall act as an independent body, finding facts and applying law. Upon receipt of the recommendation from the SJCERA Chief Executive Officer (CEO), the Board may approve, dismiss, or deny the application, or take other appropriate action authorized by the California Employees Retirement Law of 1937 (CERL) and, if applicable, the Public Employees' Pension Reform Act of 2013 (PEPRA).~~

II. Objective

- A. To intend that applications be fairly and expeditiously processed, that the applicant and the Board have fair notice of any required hearing and consider sufficient facts to arrive at a true and fair decision on the application. For the purposes of a fair hearing, the Board shall act as an independent body, finding facts and applying law. Upon receipt of the recommendation from the SJCERA Chief Executive Officer (CEO), the Board may approve, dismiss, or deny the application, or take other appropriate action authorized by the California Employees Retirement Law of 1937 (CERL) and, if applicable, the Public Employees' Pension Reform Act of 2013 (PEPRA).

III. Definitions

- A. Unless the context otherwise requires, the definitions in this section shall govern the construction of this policy and procedures.
1. "Interested Party" means any person, including an Applicant, a Member to whom an Application pertains, the Fund, and any authorized representatives of each of them, disclosed by the records of SJCERA or by the Application to have a legal interest in the subject matter of the Application.
 2. "Applicant" means any person or entity that has filed an application for disability retirement benefits or a survivor allowance resulting from an active Member's death, which may include any Member of SJCERA, the head of the office or department in which the Member is or was last employed, the

Board or its agents, or any other person claiming benefits, rights, or privileges under the CERL and, if applicable, PEPRA.

3. "Application" means a claim for disability or active member death benefits, rights, or privileges under CERL and, if applicable PEPRA, submitted to SJCERA by an Applicant on a form authorized by SJCERA for that purpose.
4. "Application Packet" means the documents that an Applicant is required to provide to SJCERA before an Application will be deemed submitted or filed for processing and evaluation. These documents include: a completed and signed application form, completed and signed questionnaires, signed authorizations for release of information, all relevant medical records and reports, and such other documents and information reasonably required by SJCERA pursuant to this policy and procedure.
5. "Board" means the San Joaquin County Employees' Retirement Association's Board of Retirement.
6. "Board's Counsel" means an employed staff attorney, an attorney from the Office of County Counsel, or other independent counsel designated by the Board pursuant to Government Code Section 31529.9.
7. "The Fund" means the trust fund governed by the Board pursuant to Government Code Section 31588 and administered under the CERL solely for the overall best interest of Members and their beneficiaries. The Fund shall be a real Party in interest at all disability hearings conducted under this policy and independent Fund Counsel, who does not advise the Board with respect to such proceedings, shall represent the Fund in such hearings.
8. "Disability Medical Provider" means medical, psychiatric, or other healthcare experts retained by SJCERA to examine Members and provide opinion evidence regarding permanent disability and causation issues.
9. "Referee" means an outside hearing officer, administrative law judge, or another Retirement System organized under the 1937 County Employees' Retirement Law.
10. "Retirement Office" means the physical office of SJCERA at the address posted on www.sjcera.org.
11. "Member" means the SJCERA member who is the subject of the Application or on whose behalf the Application is filed.
12. "Fund Counsel" means the attorney retained by SJCERA to represent the interests of the Fund in investigating and evaluating Applications, providing recommendations to SJCERA, and representing the Fund before the Board.
13. "Usual duties" means the substantial and essential functions of the Member's permanent job classification as regularly assigned by the employer, excluding temporary modified or light-duty assignments unless

such assignments have become permanent.

~~13-14.~~ References to written notice or any notice in writing from or by SJCERA mean that such notice may be delivered electronically, by first class mail or certified mail at the discretion of the CEO.

III-IV. Representation by Counsel

- A. Any Interested Party, at that Party's expense, may hire and be represented by an attorney subject to the provisions of this section. No Applicant is required to have an attorney at any time. It is advised, however, that Applicants consider retaining an experienced attorney knowledgeable in CERL and disability retirement matters.
- B. If any Interested Party becomes represented by an attorney, either such Party or such attorney shall promptly file with the Retirement Office and serve upon all other Interested Parties written notice of such representation, including the attorney's name, address, and telephone number. Unless appearing with an Interested Party at a hearing, an attorney shall not be deemed counsel of record until such notice of representation is duly filed and served. The Interested Party shall be deemed represented by said attorney until written notice of withdrawal or substitution of said attorney is filed with SJCERA and served on all other Interested Parties.
- C. The failure to retain an attorney or to provide written notice of representation by such attorney shall in no event be considered good cause, in and of itself, to delay any proceeding under this policy and procedure.

IV-V. Communication with Individual Board Members

- A. The Board is the decision-maker for all Applications. As such, communications concerning the merits or substance of an Application between any Board member and any Interested Party or their representatives, other than the CEO, are forbidden until the Board's decision is final and the time to appeal by writ or otherwise has expired. This prohibition shall remain in effect during the pendency of any writ, appeal, and rehearing. A copy of the *Ex Parte Communication Policy* can be found at www.sjcera.org.

V-VI. Confidential Records

- A. All individual records of Members (including, but not limited to, reports, sworn statements, medical reports and records, applications, notices, orders, and findings and decision relating to an application for disability retirement) are confidential and shall not be disclosed by SJCERA to anyone except as set forth in these procedures, upon order of a court of competent jurisdiction, or upon written authorization by the Member.

VI-VII. Application Process

A. Applications may be filed by SJCERA Members, the head of the office or department in which the Member is or was last employed, the Board or its agents, any other person acting on a Member's behalf, or as authorized by CERL.

B. Claim

1. A claim for disability retirement or survivor allowance shall be made by filing a complete Application Packet with the Retirement Office. The Application shall not be deemed complete or filed until the Applicant has submitted all of the following to the Retirement Office:

- a) An Application, on a form approved by SJCERA for that purpose, signed and complete with all requested information therein. The Application shall include a specific description of the injuries, conditions, and diagnoses that give rise to that alleged permanent incapacity.
- b) Signed authorizations for release of medical and other information deemed by SJCERA relevant to a full and complete evaluation of the Application.
- c) A physician's statement dated no earlier than a year prior to the date of the Application, in a form approved by SJCERA for that purpose complete with all requested information therein, signed and dated by the physician, stating that the Member is permanently incapacitated.
- d) Copies of all medical/psychiatric reports and records relevant to the claims made in the Application.
- e) All other documents and information that support the granting of the Application.

C. Initial Review of the Application Packet

1. Within 30 days of receipt of an Application Packet for filing, SJCERA shall review the submitted Application Packet and determine whether the application is complete and acceptable for filing. If the Application is determined to be complete, SJCERA shall notify the Applicant electronically and/or by U.S. mail that the Application has been accepted for filing. A complete Application shall be deemed filed as of the date SJCERA received the Application.
2. If, during the 30-day review period in this section, the Application Packet is determined to be incomplete, SJCERA shall notify the Applicant of the deficiency(ies) and that the application has been rejected for filing as incomplete.

D. Further Information Required from Applicant

1. If at any time during the pendency of the Application, the Applicant changes,

in any material way, the facts or claims set forth in the Application, the Applicant shall immediately file with the Retirement Office, and serve on all Parties, written notice of such change, including any changes in employment or accommodation and any medical evidence supporting such an amendment. The failure to do so, may, in the discretion of the Board, preclude the Applicant from asserting the facts so alleged or introducing evidence with respect thereto. Notice of any such amendment shall be given, in writing, to Retirement Office within ten (10) days of the date thereof, and in no event later than thirty (30) days prior to any proceeding before the Board or Referee.

2. At any time during the pendency of an Application or in connection with any re-evaluation of the Member's disability status permitted under CERL, the Board or SJCERA may, by written notice to the Applicant, require that the Applicant produce within 30 days any or all of the following items. Said items shall be accompanied by a declaration (on a form approved by SJCERA for that purpose) signed by the Applicant under penalty of perjury affirming that the Applicant has made a diligent search and reasonable inquiry and that no other responsive items exist.
 - a) Copies of records, reports, notes, statements, documents, photographs, or other writings, within the definition of Evidence Code Section 250.
 - b) A narrative report of the Member's current medical condition, and a list of the names and contact information for all of the Member's healthcare providers.
 - c) Written responses to written questions concerning any matter that is reasonably calculated to lead to the discovery of evidence that would be admissible at a hearing. Said written responses shall be accompanied by a declaration (on a form approved by SJCERA for that purpose) signed by the Applicant under penalty of perjury affirming the truthfulness and completeness of the responses.
3. Any Interested Party shall be entitled to notice and take oral depositions in the manner prescribed by the California Code of Civil Procedure, except that there shall be no distinction between the depositions of expert and non-expert witnesses, and the provisions of the California Code of Civil Procedure pertaining to the depositions of expert witnesses shall not apply. The Party noticing a deposition shall pay any and all deposition costs and the fees to which a witness may be entitled.

E. Investigation and Evaluation

1. Before an administrative recommendation is made to the Board or a hearing before a Referee is set, the following shall be completed:
 - a.) Within 90 days after an Application is accepted for filing, SJCERA will

request any and all records that may be relevant to the determination of the Application. These may include, but are not necessarily limited to, the following: medical, psychiatric, psychological, chiropractic, physical therapy, and acupuncture records; radiology and ultrasound records; electrodiagnostic testing records; laboratory (blood, urine, pathology, etc.) testing records; psychological testing records; personnel and human resources records, incident and injury reports; reports prepared by any law enforcement agency; the Member's complete worker's compensation file pertaining to the subject claim and other potentially related claims including all medical records, reports, deposition transcripts, etc.; HIV and alcohol treatment/testing records in cases where these conditions are at issue.

- b.) SJCERA shall require a written statement from the employer/department regarding employment status, job duties, work restrictions and accommodations, if any.
- c.) All reasonably pertinent records will be provided to the Disability Medical Provider and the Fund's Counsel.
- d.) The Fund's Counsel and/or the Disability Medical Provider will review and summarize the records. The Fund's Counsel will coordinate independent medical examination(s) as necessary and appropriate.
- e.) Additional records may be requested or subpoenaed of the Applicant or others.
- f.) All medical examinations required of the Member are completed and reports thereof have been submitted to SJCERA.
- g.) The Fund's Counsel will review medical findings and other evidence and make recommendations to the CEO.
- h.) Applicant is notified of pending action.
 - i. If the Fund's Counsel determines based upon findings and SJCERA procedures that the Applicant has met their burden of proof to show eligibility for a disability retirement benefit, staff will place the matter on the closed session consent calendar at a Board [of Retirement](#) meeting with a recommendation to grant the application.
 - ii. If the Fund's Counsel determines based upon findings and SJCERA procedures that the Applicant has not met their burden of proof to receive a disability retirement benefit, the CEO will be notified. The Applicant will be notified and given the option to request a hearing. (See below.)

F. Medical Examinations

1. Members may be required to undergo one or more medical or psychiatric examinations by a physician or physicians of SJCERA's choice as necessary to evaluate the conditions and diagnoses presented in the Application. Such examinations may be unnecessary in the following cases: (1) where the Member has already been examined by at least one qualified medical expert and there is overwhelming and undisputed medical evidence that the Member is permanently incapacitated, such that referring the Member to another examination would be futile; and (2) where the Applicant has not submitted substantial medical evidence that the Member is permanently incapacitated, such that referring the Member to an examination would be unjustified.
2. Members must cooperate during the medical or psychiatric examination process and, if requested, must promptly provide additional medical records and information, or submit to additional examinations.
3. SJCERA shall at least fifteen (15) days before the appointment date, serve the Member (and if the Applicant is not the Member, the Applicant) with written notice of the date, time and place of the medical or psychiatric examination. Notice may be served electronically and/or by first-class mail through the US Postal Service. If the Member is unable to keep the examination appointment, the Member or their attorney shall notify SJCERA or the Fund's Counsel in writing of such fact at least ten (10) calendar days before the scheduled examination. Failure to provide such notice and appear for the medical examination without good cause may result in the Board assessing medical cancellation fees against the Member and/or any other penalties for failure to comply with these Disability Retirement procedures.
4. The cost of such medical examinations shall be borne by SJCERA.
5. If the examination is at a facility located outside of San Joaquin County, Members may request SJCERA reimburse mileage costs incurred for travel between the examination address and either the San Joaquin County line or the Member's home address, whichever is less. SJCERA will not reimburse for out-of-state travel. Except as set forth in this paragraph, unless otherwise authorized by the Board, travel expenses that are incurred by Members or other Interested Parties relating to these procedures, including but not limited to appearances at hearings, Board meetings and medical examinations, are not eligible for reimbursement by SJCERA.

G. Penalties for Failure to Comply with Disability Retirement Procedures.

1. The failure of an Applicant to comply with the requirements set forth in these procedures may result in a recommendation to dismiss the Application. Upon the Board's own motion or a recommendation by the CEO, and 30 days' written notice to the Applicant without cure, the Board may:
 - a) Dismiss any Application in which the Board finds the Applicant to be non-compliant with these procedures. Failure to comply includes, but is

not limited to: failure to submit to a duly noticed medical examination, failure to cooperate with any medical examination without good cause, failure, or refusal to comply with, any notice or demand made pursuant to this policy, failure to cooperate in the formal hearing process, and failure to comply with any order of the Board or the Referee.

- b) Dismiss the Application with prejudice upon a finding of bad faith actions, dilatory or frivolous tactics causing undue delay in the proceedings, disobedience to a lawful order, and/or obstruction of the due course of a hearing proceeding.

H. CEO's Recommendation

1. The CEO may recommend to the Board that a Member be retired for service-connected or nonservice-connected disability retirement benefits. The recommendation shall be in writing and include:
 - a) A determination of permanent physical or mental incapacity for the performance of the Member's duties;
 - b) A determination whether the incapacity is the result of an injury or disease arising out of and in the course of the Member's employment and whether such employment contributed substantially to the incapacity;
 - c) A summary of the evidence in support of the recommendation.

I. Setting the Matter for Hearing

1. If, after investigation, the CEO determines that the Applicant has failed to meet their burden of proof regarding any element legally necessary for the granting of the Application, the Applicant will be notified of its decision in writing, giving the Applicant the following options, if applicable:
 - a) If the Applicant has met their burden of proof regarding permanent incapacity but not service connectedness:
 - i. The Applicant may amend the Application from service-connected to nonservice-connected disability retirement or death to permit SJCERA to recommend that the Board grant a nonservice-connected disability retirement or death without need for hearing; or
 - ii. The Applicant may request both of the following: a hearing on the issue of service-connection, and a request that the Board grant a nonservice-connected disability retirement or survivor allowance;
 - b) Stipulate to waive the right to hearing and withdraw the Application.
 - c) Request a hearing on all issues presented by the Application.
2. If a written response is not received from the Applicant within thirty (30) calendar days after issuing the written notice in section VI.I.1 above,

SJCERA shall commence dismissal procedures under section VI.G for noncompliance.

3. In cases where, as set forth in section VI.I.1.a above, the Applicant has opted to amend the Application from service-connected to nonservice-connected disability retirement, or where the Applicant requests a nonservice-connected disability retirement or survivor benefit and a hearing on the issue of service-connection, SJCERA will recommend that the Board grant a nonservice-connected disability retirement or death benefit.
4. The Applicant may withdraw the Application at any time prior to the Board's final determination. Any withdrawal of an application prior to the assignment to a Referee shall be deemed a withdrawal without prejudice. A withdrawal without prejudice means that any re-submission of the withdrawn application will be considered a new application that must meet all filing requirements, including timely filing requirements. Any withdrawal of an application after the assignment to a Referee will be deemed to be with prejudice. An application withdrawn with prejudice precludes subsequent submission of the withdrawn application based on the same disability, injury or disease in the absence of new evidence.

VII-VIII. Hearings Before A Referee

A. Referral to Referee

1. If the Applicant timely requests a hearing, the matter shall be referred for hearing de novo before a Board-appointed Referee. The Referee shall be provided by the Office of Administrative Hearings of the State of California or by a prescreened panel of acceptable Referees selected by SJCERA. Compensation for the Referee shall be determined by the CEO and shall be paid by SJCERA.

B. Notification of Referral to Referee and Statement of Issues; Certification of Issues, Documents and Witnesses

1. Before a hearing date is set, the following notifications and certifications shall be provided:
 - a) The Fund's Counsel shall notify the Applicant in writing that SJCERA has referred the matter to hearing before a Referee and that a Referee will be appointed and a hearing scheduled as soon as SJCERA receives the certification required by this section. The written notice will further advise that if SJCERA does not receive the required certification within 30 calendar days, SJCERA will commence dismissal procedures under section VI.G for noncompliance.
 - b) The written notice will include the following:
 - i. A list of issues to be determined at the hearing and the names and contact information of all witnesses that may be called by the Fund's Counsel to testify at the hearing.

- ii. A copy of SJCERA's Disability Retirement Policy and Procedures.
 - iii. An electronic copy of all medical records, reports, and other nonprivileged documents in SJCERA's file that have been obtained as part of the disability retirement application process. If the Applicant is not the Member, such records shall not be disclosed to the Applicant unless authorized by the Member, the Referee or the Board of Retirement.
- c) Notwithstanding anything in this subdivision, unless otherwise ordered by the Referee or the Board, SJCERA shall only furnish psychiatric and/or other mental health reports and records to the Member's attorney or a treating physician designated by the Member in writing.
- d) Enclosed with the notice to the Applicant will be a form which will require the Applicant to certify the following:
- i. That there are no additional documents to introduce as evidence at the hearing other than those provided to the Applicant in electronic form along with SJCERA's letter. If there are additional documents, the Applicant must provide them to SJCERA along with the signed certification form. Unless otherwise ordered by the Referee or by stipulation of the parties, any documents not produced with the certification will be barred from introduction as evidence at hearing.
 - ii. Whether the Applicant will be represented by an attorney at the hearing and, if so, the name and contact information for the attorney.
 - iii. List the names and contact information for any witnesses the Applicant intends to call to testify at the hearing. Unless otherwise ordered by the Referee or by stipulation of the parties, any witnesses not identified by the Applicant on the certification shall be barred from testifying at the hearing.

C. Setting the Hearing Date

1. Within 30 days of the timely receipt of the Applicant's certification of documents and witnesses, the Fund's Counsel shall contact the Applicant or their attorney to select a mutually agreeable hearing date. The hearing date selected must be no later than 90 days after the filing of the Applicant's certification of documents and witnesses. If an Applicant fails to respond to SJCERA's reasonable requests to set a hearing date, SJCERA may either schedule a hearing date or notify the Applicant in writing that continued failure to confer on a hearing date may result in dismissal of the Application for noncompliance. If the Interested Parties cannot agree on a hearing date, either Interested Party may request a prehearing conference with the Presiding Judge of the Office of Administrative Hearings to set the hearing date.

D. Time and Place of Hearings

1. Unless the parties and the Referee agree otherwise, all hearings shall take place at the Retirement Office. When the date and time of the hearing are selected, SJCERA shall notify the parties and the Referee of the time and place of the hearing.
2. Unless the parties and the Referee agree otherwise, all hearings are deemed set for one full day, beginning at 9:30 a.m. Unless the parties and the Referee agree otherwise, hearings which are not completed by the end of the day shall be continued to the next agreeable hearing date which shall be no more than 30 days from the initial hearing date.

E. Prehearing Conferences

1. At the request of any Interested Party, a prehearing conference may be scheduled with the Referee for the purpose of resolving any evidentiary, discovery and/or other prehearing disputes or issues. Prehearing conferences may be conducted personally or telephonically. Following the prehearing conference, the Referee may issue any orders relating to briefing, discovery, and/or the conduct of the hearing, including the final exchange of documents and witnesses.
2. Unless otherwise stipulated by the parties, a prehearing conference is mandatory in all cases where the Applicant is unrepresented by counsel.

F. Determining Issues

1. The Referee shall determine all issues presented by the Application by a preponderance of the evidence, including the following, if applicable:
 - a) Whether the Member was employed prior to January 1, 1981, and was required as a condition to such employment to execute a waiver for the alleged disability under Government Code Section 31009;
 - b) Whether the Member is disabled, that is, whether there is a substantial mental or physical incapacity to perform the Member's normal and usual employment duties ("incapacity");
 - c) Whether the incapacity is permanent;
 - d) Whether, for nonservice-connected disability, the Member has completed five (5) years of service;
 - e) Whether for a service-connected disability:
 - i. the incapacity is a result of injury or disease
 - ii. the injury or disease arose out of and in the course of the Member's employment; and
 - iii. the employment contributed substantially to the incapacity.

- f) Whether, for Members described in Government Code Sections 31720.5, 31720.6, 31720.7 or 31720.9 alleging heart trouble, cancer, blood-borne infectious disease, or illness due to exposure to biochemical substances:
 - i. the Member has completed five (5) years of safety service, if required;
 - ii. the Member has the condition alleged;
 - iii. the Member is permanently incapacitated due to the condition alleged;
 - iv. the condition developed while a qualified Member of SJCERA;
 - v. and whether the presumption of the relevant Government Code Section has been rebutted

G. Conduct of Hearing

1. A stenographic reporter shall record the proceedings of all hearings authorized by the Board at SJCERA's cost. Any transcription and copies shall be charged to the requesting Party. The hearing shall be considered closed to the public unless applicant asks for it to be in open session. The Referee shall mark for identification only, and not as evidence, all exhibits submitted by the parties, which should include:
 - a) the completed Application Packet;
 - b) the notice of hearing, with proof of service on the Applicant;
 - c) other documents required to be submitted by this policy including, without limitation, relevant medical reports, medical records, employment records, worker's compensation records, etc.
2. Hearing Process.
 - a) Each Party may make an opening statement.
 - b) Each other Party then shall present evidence, in the order determined by the Referee in accordance with each Party's burden of proof and burden of presenting evidence to establish such proof.
 - c) Each Party may cross-examine witnesses.
 - d) Rebuttal evidence may be presented.
 - e) Each Party may make oral closing arguments.
 - f) Upon the conclusion of all closing arguments, the Referee shall determine if all parties are ready to submit the matter for decision, and if so, or if the Referee otherwise orders for good cause, the Referee shall

close the hearing and declare the matter submitted for decision.

H. Stipulations

1. Nothing in these procedures may be construed as preventing the parties from stipulating to lesser time requirements than prescribed in these procedures. The Referee may, upon written notice and for good cause shown, lengthen or shorten the times specified in these procedures.
- ~~4.2.~~ Nothing in this policy supersedes the obligations of an employer under the Americans with Disabilities Act (ADA) or California Fair Employment and Housing Act (FEHA). Evidence concerning reasonable accommodation, modified duty, or alternative assignment may be considered in determining whether a Member is permanently incapacitated from the performance of their usual duties.

~~VIII.~~IX. **Rules of Evidence**

A. Burden of Proof

1. The Applicant has the burden of proving by a preponderance of the evidence each affirmative issue on which the Application depends. In addition, if the Applicant seeks to assert one or more of the legislative presumptions afforded by the Government Code then the Applicant first must establish their entitlement to invoke the asserted presumption by offering prima facie evidence of each foundational element required by the applicable Government Code section(s), and the presumption(s) so invoked shall be rebuttable as provided in the applicable section(s).

B. Evidence

1. Oral evidence shall be taken only on oath or affirmation. Unless expressly waived by an opposing Party, all written evidence shall be sworn to or given under penalty of perjury, subject to Subsection E, below.

C. Witnesses

1. Each Party may call and examine witnesses, introduce exhibits, and cross-examine and impeach any witness on any matter relevant to the issues. If the Applicant or any other Party does not testify on that Party's own behalf, that Party may be called and examined as if under cross-examination under Evidence Code Section 776.

D. Refusal of Witness

1. Refusal by an Applicant or other Party to submit to examination or to answer relevant questions shall be grounds for considering those questions to be answered unfavorably to the refusing Party for the purpose of that hearing, and for denying the relief or benefits sought by the refusing Party.

E. Hearing Conduct

1. The hearing need not be conducted according to the technical rules of law

relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

F. Certified Copies

1. Certified copies of the reports and records of any governmental agency, division or bureau, will be accepted as evidence in lieu of the original thereof.

G. Deposition Transcripts/Video Recordings

1. Any Party may offer, and the Referee shall receive into evidence, any relevant deposition transcript and/or video recording thereof if: (1) the deposition was taken in the manner provided by law or by stipulation of the Parties; and (2) at least twenty (20) calendar days before the hearing the offering Party delivered a copy of the transcript and/or video recording of the deposition to all Parties along with notice of intent to introduce same into evidence. Nothing herein shall require or permit receiving into evidence any deposition testimony to which objection is properly raised if such testimony would be inadmissible were the witness present and testifying at the hearing. Deposition transcripts/video recordings shall be admissible notwithstanding that the deponent is available to testify. Depositions of experts, including medical experts, may be introduced in lieu of live testimony pursuant to Code of Civil Procedure Section 2025.620(d)

H. Written Medical Reports As Evidence

1. A written medical report bearing the signature of the medical witness shall be admissible in evidence as the author's direct testimony. Such medical reports shall not be inadmissible on the basis that they constitute hearsay. Each Party has the right to cross-examine the authors of medical reports pursuant to a subpoena issued and served in compliance with these procedures.

I. Subpoena Powers and Witness Fees

1. Subpoena powers shall be vested in the Board officers, the CEO and the Referee in accordance with Government Code Section 31535. Subpoenas shall be requested through the Fund's Counsel who shall transmit the request to SJCERA. Subpoenas issued shall be transmitted to the Party requesting the subpoena. The requesting Party shall have the sole responsibility for serving and enforcing the subpoena and for paying all costs associated with the subpoena.

2. A written motion to quash a subpoena may be made to the Referee on one or more of the following grounds, which shall be clearly and fully stated in the motion and supported by declarations under penalty of perjury:
 - a) Compliance will be unduly burdensome or against public policy.
 - b) The things subpoenaed are privileged by law.
 - c) The things subpoenaed are irrelevant or unnecessary to the proceedings.
 - d) The things subpoenaed have not been described with sufficient clarity to enable the witness to comply. Before it commences or continues with the proceeding, the Referee shall wholly or partially grant or deny the motion to quash.
3. The Party calling a witness to testify (whether by subpoena or otherwise) shall be solely responsible for paying any expert or nonexpert witness fees, mileage charges, and other costs associated with the witness' testimony. Non-expert witness fees and mileage charges shall be calculated as provided by law.

J. Service of Proposed Findings of Fact and Recommended Decision

1. Within 30 days after closing the hearing, the Referee will prepare a summary of the evidence received, findings of fact, conclusions of law, and a recommended decision. In accordance with the provisions of Government Code Section 31533, the findings of fact and proposed recommendation of the Referee shall be served on the CEO, who in turn shall distribute a copy to all parties.
2. Either Party may submit written objections to the Referee's recommended decision to SJCERA within ten (10) calendar days from the date SJCERA distributes the notice to all parties. The non-objecting Party may submit their response to the objections 10 days after the filing of the objections. The written objections and response shall be incorporated into the record submitted to the Referee's consideration.

K. Board's Decision

1. Upon receipt and review of the recommended decision of the Referee and any filed objections and responses, the Board may:
 - a.) Approve and adopt the recommended decision of the Referee, or
 - b.) Refer the Application to the Referee for further hearing and/or consideration, or
 - c.) Require a written transcript or summary of all testimony plus all other evidence received by the Referee to be submitted by the CEO to the Board. Following its receipt and review of the transcript and evidence, the Board shall:

- i. Take action as is appropriate to the evidence and the provisions of the CERL, or
- ii. Refer the matter back to the Referee with or without instruction for further proceedings; or
- iii. Set the matter for hearing de novo before itself. The Board shall hear and decide the matter as if it had not been referred to the Referee. Unless otherwise allowed by the Board, the hearing shall be confined to the evidence, witnesses, and issues set forth in the certification and statement required by this policy. All hearings before the Board shall require the attendance of at least the same seven (7) members throughout the hearing and shall be conducted as if it were a hearing held before a Referee in accordance with this policy.

IX.X. Final Decision

- A. The Board’s decision shall become final upon notice of the decision on all parties, including the employer.
- B. Judicial Review. In those cases where a Party or Applicant is entitled to judicial review of the proceedings before the Board, any petition for writ of mandate shall be filed with the superior court within ninety (90) days from the date the notice of this Board’s decision is mailed to the Party or Applicant or is delivered to the Party or Applicant.

X.XI. Law Prevails

A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. CERL, PEPRA, or other applicable statutes arises, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

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XI.XII. Policy Review

- A. Staff shall review this policy every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board of Retirement in accordance with the bylaws. Effective upon adoption.

XII.XIII. History

- 3/1/2018 Bylaw Sections 8, 9, 10 & 11 Converted to Board Policy and Board of Supervisor approved Bylaws
- 06/28/2018 Staff updated format

- 08/10/2018 Modified the definitions of Applicant and Application to conform with SJCERA's adopted code sections
- 07/12/2019 Revised to include definitions, add requirements that an application must meet before being filed, allow the member to elect not to go to hearing, allow the use of depositions, clarify mileage reimbursement may be requested for out-of-county travel to SJCERA-scheduled examinations, and specify that SJCERA may determine an examination is not required in some cases.
- 7/10/2020 Amended to clarify the use of a Referee for hearings, the order of the prehearing and hearing process, subpoena options, and penalties for noncompliance.
- 07/14/2023 Updated to reflect current practices including non-Member Applicant role, travel reimbursement, deadline for Referee's recommended decision, and other minor clarifications.
- 01/12/2024 Updated to reflect new legislation adding additional presumptions.
- 07/16/2024 Amended to clarify applicant is allowed to have their hearing in open session instead of closed session.
- [07/10/2026 Added clarifying definition, ADA/FEHA compliance and other Non-substantive formatting changes](#)

Certification of Board Adoption:



Clerk of the Board

7/10/2026

Date



Board Administration Policy Disability Retirement and Active Member Death Policy and Procedures

I. Purpose

- A. To provide a procedure for acting upon applications to the Board for disability retirement and related rights, benefits and privileges inuring to Members of the San Joaquin County Employees' Retirement Association (SJCERA) and their designated beneficiaries.

II. Objective

- A. To intend that applications be fairly and expeditiously processed, that the applicant and the Board have fair notice of any required hearing and consider sufficient facts to arrive at a true and fair decision on the application. For the purposes of a fair hearing, the Board shall act as an independent body, finding facts and applying law. Upon receipt of the recommendation from the SJCERA Chief Executive Officer (CEO), the Board may approve, dismiss, or deny the application, or take other appropriate action authorized by the California Employees Retirement Law of 1937 (CERL) and, if applicable, the Public Employees' Pension Reform Act of 2013 (PEPRA).

III. Definitions

- A. Unless the context otherwise requires, the definitions in this section shall govern the construction of this policy and procedures.
 1. "Interested Party" means any person, including an Applicant, a Member to whom an Application pertains, the Fund, and any authorized representatives of each of them, disclosed by the records of SJCERA or by the Application to have a legal interest in the subject matter of the Application.
 2. "Applicant" means any person or entity that has filed an application for disability retirement benefits or a survivor allowance resulting from an active Member's death, which may include any Member of SJCERA, the head of the office or department in which the Member is or was last employed, the Board or its agents, or any other person claiming benefits, rights, or privileges under the CERL and, if applicable, PEPRA.
 3. "Application" means a claim for disability or active member death benefits, rights, or privileges under CERL and, if applicable PEPRA, submitted to SJCERA by an Applicant on a form authorized by SJCERA for that purpose.
 4. "Application Packet" means the documents that an Applicant is required to provide to SJCERA before an Application will be deemed submitted or filed for processing and evaluation. These documents include: a completed and

signed application form, completed and signed questionnaires, signed authorizations for release of information, all relevant medical records and reports, and such other documents and information reasonably required by SJCERA pursuant to this policy and procedure.

5. "Board" means the San Joaquin County Employees' Retirement Association's Board of Retirement.
6. "Board's Counsel" means an employed staff attorney, an attorney from the Office of County Counsel, or other independent counsel designated by the Board pursuant to Government Code Section 31529.9.
7. "The Fund" means the trust fund governed by the Board pursuant to Government Code Section 31588 and administered under the CERL solely for the overall best interest of Members and their beneficiaries. The Fund shall be a real Party in interest at all disability hearings conducted under this policy and independent Fund Counsel, who does not advise the Board with respect to such proceedings, shall represent the Fund in such hearings.
8. "Disability Medical Provider" means medical, psychiatric, or other healthcare experts retained by SJCERA to examine Members and provide opinion evidence regarding permanent disability and causation issues.
9. "Referee" means an outside hearing officer, administrative law judge, or another Retirement System organized under the 1937 County Employees' Retirement Law.
10. "Retirement Office" means the physical office of SJCERA at the address posted on www.sjcera.org.
11. "Member" means the SJCERA member who is the subject of the Application or on whose behalf the Application is filed.
12. "Fund Counsel" means the attorney retained by SJCERA to represent the interests of the Fund in investigating and evaluating Applications, providing recommendations to SJCERA, and representing the Fund before the Board.
13. "Usual duties" means the substantial and essential functions of the Member's permanent job classification as regularly assigned by the employer, excluding temporary modified or light-duty assignments unless such assignments have become permanent.
14. References to written notice or any notice in writing from or by SJCERA mean that such notice may be delivered electronically, by first class mail or certified mail at the discretion of the CEO.

IV. Representation by Counsel

- A. Any Interested Party, at that Party's expense, may hire and be represented by an attorney subject to the provisions of this section. No Applicant is required to have an attorney at any time. It is advised, however, that Applicants consider

retaining an experienced attorney knowledgeable in CERL and disability retirement matters.

- B. If any Interested Party becomes represented by an attorney, either such Party or such attorney shall promptly file with the Retirement Office and serve upon all other Interested Parties written notice of such representation, including the attorney's name, address, and telephone number. Unless appearing with an Interested Party at a hearing, an attorney shall not be deemed counsel of record until such notice of representation is duly filed and served. The Interested Party shall be deemed represented by said attorney until written notice of withdrawal or substitution of said attorney is filed with SJCERA and served on all other Interested Parties.
- C. The failure to retain an attorney or to provide written notice of representation by such attorney shall in no event be considered good cause, in and of itself, to delay any proceeding under this policy and procedure.

V. Communication with Individual Board Members

- A. The Board is the decision-maker for all Applications. As such, communications concerning the merits or substance of an Application between any Board member and any Interested Party or their representatives, other than the CEO, are forbidden until the Board's decision is final and the time to appeal by writ or otherwise has expired. This prohibition shall remain in effect during the pendency of any writ, appeal, and rehearing. A copy of the *Ex Parte Communication Policy* can be found at www.sjcera.org.

VI. Confidential Records

- A. All individual records of Members (including, but not limited to, reports, sworn statements, medical reports and records, applications, notices, orders, and findings and decision relating to an application for disability retirement) are confidential and shall not be disclosed by SJCERA to anyone except as set forth in these procedures, upon order of a court of competent jurisdiction, or upon written authorization by the Member.

VII. Application Process

- A. Applications may be filed by SJCERA Members, the head of the office or department in which the Member is or was last employed, the Board or its agents, any other person acting on a Member's behalf, or as authorized by CERL.
- B. Claim
 - 1. A claim for disability retirement or survivor allowance shall be made by filing a complete Application Packet with the Retirement Office. The Application

shall not be deemed complete or filed until the Applicant has submitted all of the following to the Retirement Office:

- a) An Application, on a form approved by SJCERA for that purpose, signed and complete with all requested information therein. The Application shall include a specific description of the injuries, conditions, and diagnoses that give rise to that alleged permanent incapacity.
- b) Signed authorizations for release of medical and other information deemed by SJCERA relevant to a full and complete evaluation of the Application.
- c) A physician's statement dated no earlier than a year prior to the date of the Application, in a form approved by SJCERA for that purpose complete with all requested information therein, signed and dated by the physician, stating that the Member is permanently incapacitated.
- d) Copies of all medical/psychiatric reports and records relevant to the claims made in the Application.
- e) All other documents and information that support the granting of the Application.

C. Initial Review of the Application Packet

1. Within 30 days of receipt of an Application Packet for filing, SJCERA shall review the submitted Application Packet and determine whether the application is complete and acceptable for filing. If the Application is determined to be complete, SJCERA shall notify the Applicant electronically and/or by U.S. mail that the Application has been accepted for filing. A complete Application shall be deemed filed as of the date SJCERA received the Application.
2. If, during the 30-day review period in this section, the Application Packet is determined to be incomplete, SJCERA shall notify the Applicant of the deficiency(ies) and that the application has been rejected for filing as incomplete.

D. Further Information Required from Applicant

1. If at any time during the pendency of the Application, the Applicant changes, in any material way, the facts or claims set forth in the Application, the Applicant shall immediately file with the Retirement Office, and serve on all Parties, written notice of such change, including any changes in employment or accommodation and any medical evidence supporting such an amendment. The failure to do so, may, in the discretion of the Board, preclude the Applicant from asserting the facts so alleged or introducing evidence with respect thereto. Notice of any such amendment shall be given, in writing, to Retirement Office within ten (10) days of the date thereof, and in no event later than thirty (30) days prior to any proceeding

before the Board or Referee.

2. At any time during the pendency of an Application or in connection with any re-evaluation of the Member's disability status permitted under CERL, the Board or SJCERA may, by written notice to the Applicant, require that the Applicant produce within 30 days any or all of the following items. Said items shall be accompanied by a declaration (on a form approved by SJCERA for that purpose) signed by the Applicant under penalty of perjury affirming that the Applicant has made a diligent search and reasonable inquiry and that no other responsive items exist.
 - a) Copies of records, reports, notes, statements, documents, photographs, or other writings, within the definition of Evidence Code Section 250.
 - b) A narrative report of the Member's current medical condition, and a list of the names and contact information for all of the Member's healthcare providers.
 - c) Written responses to written questions concerning any matter that is reasonably calculated to lead to the discovery of evidence that would be admissible at a hearing. Said written responses shall be accompanied by a declaration (on a form approved by SJCERA for that purpose) signed by the Applicant under penalty of perjury affirming the truthfulness and completeness of the responses.
3. Any Interested Party shall be entitled to notice and take oral depositions in the manner prescribed by the California Code of Civil Procedure, except that there shall be no distinction between the depositions of expert and non-expert witnesses, and the provisions of the California Code of Civil Procedure pertaining to the depositions of expert witnesses shall not apply. The Party noticing a deposition shall pay any and all deposition costs and the fees to which a witness may be entitled.

E. Investigation and Evaluation

1. Before an administrative recommendation is made to the Board or a hearing before a Referee is set, the following shall be completed:
 - a.) Within 90 days after an Application is accepted for filing, SJCERA will request any and all records that may be relevant to the determination of the Application. These may include, but are not necessarily limited to, the following: medical, psychiatric, psychological, chiropractic, physical therapy, and acupuncture records; radiology and ultrasound records; electrodiagnostic testing records; laboratory (blood, urine, pathology, etc.) testing records; psychological testing records; personnel and human resources records, incident and injury reports; reports prepared by any law enforcement agency; the Member's complete worker's compensation file pertaining to the subject claim and other potentially

related claims including all medical records, reports, deposition transcripts, etc.; HIV and alcohol treatment/testing records in cases where these conditions are at issue.

- b.) SJCERA shall require a written statement from the employer/department regarding employment status, job duties, work restrictions and accommodations, if any.
- c.) All reasonably pertinent records will be provided to the Disability Medical Provider and the Fund's Counsel.
- d.) The Fund's Counsel and/or the Disability Medical Provider will review and summarize the records. The Fund's Counsel will coordinate independent medical examination(s) as necessary and appropriate.
- e.) Additional records may be requested or subpoenaed of the Applicant or others.
- f.) All medical examinations required of the Member are completed and reports thereof have been submitted to SJCERA.
- g.) The Fund's Counsel will review medical findings and other evidence and make recommendations to the CEO.
- h.) Applicant is notified of pending action.
 - i. If the Fund's Counsel determines based upon findings and SJCERA procedures that the Applicant has met their burden of proof to show eligibility for a disability retirement benefit, staff will place the matter on the closed session consent calendar at a Board meeting with a recommendation to grant the application.
 - ii. If the Fund's Counsel determines based upon findings and SJCERA procedures that the Applicant has not met their burden of proof to receive a disability retirement benefit, the CEO will be notified. The Applicant will be notified and given the option to request a hearing. (See below.)

F. Medical Examinations

1. Members may be required to undergo one or more medical or psychiatric examinations by a physician or physicians of SJCERA's choice as necessary to evaluate the conditions and diagnoses presented in the Application. Such examinations may be unnecessary in the following cases: (1) where the Member has already been examined by at least one qualified medical expert and there is overwhelming and undisputed medical evidence that the Member is permanently incapacitated, such that referring the Member to another examination would be futile; and (2) where the Applicant has not submitted substantial medical evidence that the Member is

permanently incapacitated, such that referring the Member to an examination would be unjustified.

2. Members must cooperate during the medical or psychiatric examination process and, if requested, must promptly provide additional medical records and information, or submit to additional examinations.
3. SJCERA shall at least fifteen (15) days before the appointment date, serve the Member (and if the Applicant is not the Member, the Applicant) with written notice of the date, time and place of the medical or psychiatric examination. Notice may be served electronically and/or by first-class mail through the US Postal Service. If the Member is unable to keep the examination appointment, the Member or their attorney shall notify SJCERA or the Fund's Counsel in writing of such fact at least ten (10) calendar days before the scheduled examination. Failure to provide such notice and appear for the medical examination without good cause may result in the Board assessing medical cancellation fees against the Member and/or any other penalties for failure to comply with these Disability Retirement procedures.
4. The cost of such medical examinations shall be borne by SJCERA.
5. If the examination is at a facility located outside of San Joaquin County, Members may request SJCERA reimburse mileage costs incurred for travel between the examination address and either the San Joaquin County line or the Member's home address, whichever is less. SJCERA will not reimburse for out-of-state travel. Except as set forth in this paragraph, unless otherwise authorized by the Board, travel expenses that are incurred by Members or other Interested Parties relating to these procedures, including but not limited to appearances at hearings, Board meetings and medical examinations, are not eligible for reimbursement by SJCERA.

G. Penalties for Failure to Comply with Disability Retirement Procedures.

1. The failure of an Applicant to comply with the requirements set forth in these procedures may result in a recommendation to dismiss the Application. Upon the Board's own motion or a recommendation by the CEO, and 30 days' written notice to the Applicant without cure, the Board may:
 - a) Dismiss any Application in which the Board finds the Applicant to be non-compliant with these procedures. Failure to comply includes, but is not limited to: failure to submit to a duly noticed medical examination, failure to cooperate with any medical examination without good cause, failure, or refusal to comply with, any notice or demand made pursuant to this policy, failure to cooperate in the formal hearing process, and failure to comply with any order of the Board or the Referee.
 - b) Dismiss the Application with prejudice upon a finding of bad faith actions, dilatory or frivolous tactics causing undue delay in the proceedings, disobedience to a lawful order, and/or obstruction of the due course of

a hearing proceeding.

H. CEO's Recommendation

1. The CEO may recommend to the Board that a Member be retired for service-connected or nonservice-connected disability retirement benefits. The recommendation shall be in writing and include:
 - a) A determination of permanent physical or mental incapacity for the performance of the Member's duties;
 - b) A determination whether the incapacity is the result of an injury or disease arising out of and in the course of the Member's employment and whether such employment contributed substantially to the incapacity;
 - c) A summary of the evidence in support of the recommendation.

I. Setting the Matter for Hearing

1. If, after investigation, the CEO determines that the Applicant has failed to meet their burden of proof regarding any element legally necessary for the granting of the Application, the Applicant will be notified of its decision in writing, giving the Applicant the following options, if applicable:
 - a) If the Applicant has met their burden of proof regarding permanent incapacity but not service connectedness:
 - i. The Applicant may amend the Application from service-connected to nonservice-connected disability retirement or death to permit SJCERA to recommend that the Board grant a nonservice-connected disability retirement or death without need for hearing; or
 - ii. The Applicant may request both of the following: a hearing on the issue of service-connection, and a request that the Board grant a nonservice-connected disability retirement or survivor allowance;
 - b) Stipulate to waive the right to hearing and withdraw the Application.
 - c) Request a hearing on all issues presented by the Application.
2. If a written response is not received from the Applicant within thirty (30) calendar days after issuing the written notice in section VI.I.1 above, SJCERA shall commence dismissal procedures under section VI.G for noncompliance.
3. In cases where, as set forth in section VI.I.1.a above, the Applicant has opted to amend the Application from service-connected to nonservice-connected disability retirement, or where the Applicant requests a nonservice-connected disability retirement or survivor benefit and a hearing on the issue of service-connection, SJCERA will recommend that the Board grant a nonservice-connected disability retirement or death benefit.

4. The Applicant may withdraw the Application at any time prior to the Board's final determination. Any withdrawal of an application prior to the assignment to a Referee shall be deemed a withdrawal without prejudice. A withdrawal without prejudice means that any re-submission of the withdrawn application will be considered a new application that must meet all filing requirements, including timely filing requirements. Any withdrawal of an application after the assignment to a Referee will be deemed to be with prejudice. An application withdrawn with prejudice precludes subsequent submission of the withdrawn application based on the same disability, injury or disease in the absence of new evidence.

VIII. Hearings Before A Referee

A. Referral to Referee

1. If the Applicant timely requests a hearing, the matter shall be referred for hearing de novo before a Board-appointed Referee. The Referee shall be provided by the Office of Administrative Hearings of the State of California or by a prescreened panel of acceptable Referees selected by SJCERA. Compensation for the Referee shall be determined by the CEO and shall be paid by SJCERA.

B. Notification of Referral to Referee and Statement of Issues; Certification of Issues, Documents and Witnesses

1. Before a hearing date is set, the following notifications and certifications shall be provided:
 - a) The Fund's Counsel shall notify the Applicant in writing that SJCERA has referred the matter to hearing before a Referee and that a Referee will be appointed and a hearing scheduled as soon as SJCERA receives the certification required by this section. The written notice will further advise that if SJCERA does not receive the required certification within 30 calendar days, SJCERA will commence dismissal procedures under section VI.G for noncompliance.
 - b) The written notice will include the following:
 - i. A list of issues to be determined at the hearing and the names and contact information of all witnesses that may be called by the Fund's Counsel to testify at the hearing.
 - ii. A copy of SJCERA's Disability Retirement Policy and Procedures.
 - iii. An electronic copy of all medical records, reports, and other nonprivileged documents in SJCERA's file that have been obtained as part of the disability retirement application process. If the Applicant is not the Member, such records shall not be disclosed to the Applicant unless authorized by the Member, the Referee or the Board of Retirement.

- c) Notwithstanding anything in this subdivision, unless otherwise ordered by the Referee or the Board, SJCERA shall only furnish psychiatric and/or other mental health reports and records to the Member's attorney or a treating physician designated by the Member in writing.
- d) Enclosed with the notice to the Applicant will be a form which will require the Applicant to certify the following:
 - i. That there are no additional documents to introduce as evidence at the hearing other than those provided to the Applicant in electronic form along with SJCERA's letter. If there are additional documents, the Applicant must provide them to SJCERA along with the signed certification form. Unless otherwise ordered by the Referee or by stipulation of the parties, any documents not produced with the certification will be barred from introduction as evidence at hearing.
 - ii. Whether the Applicant will be represented by an attorney at the hearing and, if so, the name and contact information for the attorney.
 - iii. List the names and contact information for any witnesses the Applicant intends to call to testify at the hearing. Unless otherwise ordered by the Referee or by stipulation of the parties, any witnesses not identified by the Applicant on the certification shall be barred from testifying at the hearing.

C. Setting the Hearing Date

1. Within 30 days of the timely receipt of the Applicant's certification of documents and witnesses, the Fund's Counsel shall contact the Applicant or their attorney to select a mutually agreeable hearing date. The hearing date selected must be no later than 90 days after the filing of the Applicant's certification of documents and witnesses. If an Applicant fails to respond to SJCERA's reasonable requests to set a hearing date, SJCERA may either schedule a hearing date or notify the Applicant in writing that continued failure to confer on a hearing date may result in dismissal of the Application for noncompliance. If the Interested Parties cannot agree on a hearing date, either Interested Party may request a prehearing conference with the Presiding Judge of the Office of Administrative Hearings to set the hearing date.

D. Time and Place of Hearings

1. Unless the parties and the Referee agree otherwise, all hearings shall take place at the Retirement Office. When the date and time of the hearing are selected, SJCERA shall notify the parties and the Referee of the time and place of the hearing.
2. Unless the parties and the Referee agree otherwise, all hearings are deemed set for one full day, beginning at 9:30 a.m. Unless the parties and the Referee agree otherwise, hearings which are not completed by the end

of the day shall be continued to the next agreeable hearing date which shall be no more than 30 days from the initial hearing date.

E. Prehearing Conferences

1. At the request of any Interested Party, a prehearing conference may be scheduled with the Referee for the purpose of resolving any evidentiary, discovery and/or other prehearing disputes or issues. Prehearing conferences may be conducted personally or telephonically. Following the prehearing conference, the Referee may issue any orders relating to briefing, discovery, and/or the conduct of the hearing, including the final exchange of documents and witnesses.
2. Unless otherwise stipulated by the parties, a prehearing conference is mandatory in all cases where the Applicant is unrepresented by counsel.

F. Determining Issues

1. The Referee shall determine all issues presented by the Application by a preponderance of the evidence, including the following, if applicable:
 - a) Whether the Member was employed prior to January 1, 1981, and was required as a condition to such employment to execute a waiver for the alleged disability under Government Code Section 31009;
 - b) Whether the Member is disabled, that is, whether there is a substantial mental or physical incapacity to perform the Member's normal and usual employment duties ("incapacity");
 - c) Whether the incapacity is permanent;
 - d) Whether, for nonservice-connected disability, the Member has completed five (5) years of service;
 - e) Whether for a service-connected disability:
 - i. the incapacity is a result of injury or disease
 - ii. the injury or disease arose out of and in the course of the Member's employment; and
 - iii. the employment contributed substantially to the incapacity.
 - f) Whether, for Members described in Government Code Sections 31720.5, 31720.6, 31720.7 or 31720.9 alleging heart trouble, cancer, blood-borne infectious disease, or illness due to exposure to biochemical substances:
 - i. the Member has completed five (5) years of safety service, if required;
 - ii. the Member has the condition alleged;

- iii. the Member is permanently incapacitated due to the condition alleged;
- iv. the condition developed while a qualified Member of SJCERA;
- v. and whether the presumption of the relevant Government Code Section has been rebutted

G. Conduct of Hearing

1. A stenographic reporter shall record the proceedings of all hearings authorized by the Board at SJCERA's cost. Any transcription and copies shall be charged to the requesting Party. The hearing shall be considered closed to the public unless applicant asks for it to be in open session. The Referee shall mark for identification only, and not as evidence, all exhibits submitted by the parties, which should include:
 - a) the completed Application Packet;
 - b) the notice of hearing, with proof of service on the Applicant;
 - c) other documents required to be submitted by this policy including, without limitation, relevant medical reports, medical records, employment records, worker's compensation records, etc.
2. Hearing Process.
 - a) Each Party may make an opening statement.
 - b) Each other Party then shall present evidence, in the order determined by the Referee in accordance with each Party's burden of proof and burden of presenting evidence to establish such proof.
 - c) Each Party may cross-examine witnesses.
 - d) Rebuttal evidence may be presented.
 - e) Each Party may make oral closing arguments.
 - f) Upon the conclusion of all closing arguments, the Referee shall determine if all parties are ready to submit the matter for decision, and if so, or if the Referee otherwise orders for good cause, the Referee shall close the hearing and declare the matter submitted for decision.

H. Stipulations

1. Nothing in these procedures may be construed as preventing the parties from stipulating to lesser time requirements than prescribed in these procedures. The Referee may, upon written notice and for good cause shown, lengthen or shorten the times specified in these procedures.
2. Nothing in this policy supersedes the obligations of an employer under the Americans with Disabilities Act (ADA) or California Fair Employment and

Housing Act (FEHA). Evidence concerning reasonable accommodation, modified duty, or alternative assignment may be considered in determining whether a Member is permanently incapacitated from the performance of their usual duties.

IX. Rules of Evidence

A. Burden of Proof

1. The Applicant has the burden of proving by a preponderance of the evidence each affirmative issue on which the Application depends. In addition, if the Applicant seeks to assert one or more of the legislative presumptions afforded by the Government Code then the Applicant first must establish their entitlement to invoke the asserted presumption by offering prima facie evidence of each foundational element required by the applicable Government Code section(s), and the presumption(s) so invoked shall be rebuttable as provided in the applicable section(s).

B. Evidence

1. Oral evidence shall be taken only on oath or affirmation. Unless expressly waived by an opposing Party, all written evidence shall be sworn to or given under penalty of perjury, subject to Subsection E, below.

C. Witnesses

1. Each Party may call and examine witnesses, introduce exhibits, and cross-examine and impeach any witness on any matter relevant to the issues. If the Applicant or any other Party does not testify on that Party's own behalf, that Party may be called and examined as if under cross-examination under Evidence Code Section 776.

D. Refusal of Witness

1. Refusal by an Applicant or other Party to submit to examination or to answer relevant questions shall be grounds for considering those questions to be answered unfavorably to the refusing Party for the purpose of that hearing, and for denying the relief or benefits sought by the refusing Party.

E. Hearing Conduct

1. The hearing need not be conducted according to the technical rules of law relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

F. Certified Copies

1. Certified copies of the reports and records of any governmental agency, division or bureau, will be accepted as evidence in lieu of the original thereof.

G. Deposition Transcripts/Video Recordings

1. Any Party may offer, and the Referee shall receive into evidence, any relevant deposition transcript and/or video recording thereof if: (1) the deposition was taken in the manner provided by law or by stipulation of the Parties; and (2) at least twenty (20) calendar days before the hearing the offering Party delivered a copy of the transcript and/or video recording of the deposition to all Parties along with notice of intent to introduce same into evidence. Nothing herein shall require or permit receiving into evidence any deposition testimony to which objection is properly raised if such testimony would be inadmissible were the witness present and testifying at the hearing. Deposition transcripts/video recordings shall be admissible notwithstanding that the deponent is available to testify. Depositions of experts, including medical experts, may be introduced in lieu of live testimony pursuant to Code of Civil Procedure Section 2025.620(d)

H. Written Medical Reports As Evidence

1. A written medical report bearing the signature of the medical witness shall be admissible in evidence as the author's direct testimony. Such medical reports shall not be inadmissible on the basis that they constitute hearsay. Each Party has the right to cross-examine the authors of medical reports pursuant to a subpoena issued and served in compliance with these procedures.

I. Subpoena Powers and Witness Fees

1. Subpoena powers shall be vested in the Board officers, the CEO and the Referee in accordance with Government Code Section 31535. Subpoenas shall be requested through the Fund's Counsel who shall transmit the request to SJCERA. Subpoenas issued shall be transmitted to the Party requesting the subpoena. The requesting Party shall have the sole responsibility for serving and enforcing the subpoena and for paying all costs associated with the subpoena.
2. A written motion to quash a subpoena may be made to the Referee on one or more of the following grounds, which shall be clearly and fully stated in the motion and supported by declarations under penalty of perjury:
 - a) Compliance will be unduly burdensome or against public policy.
 - b) The things subpoenaed are privileged by law.
 - c) The things subpoenaed are irrelevant or unnecessary to the proceedings.
 - d) The things subpoenaed have not been described with sufficient clarity

to enable the witness to comply. Before it commences or continues with the proceeding, the Referee shall wholly or partially grant or deny the motion to quash.

3. The Party calling a witness to testify (whether by subpoena or otherwise) shall be solely responsible for paying any expert or nonexpert witness fees, mileage charges, and other costs associated with the witness' testimony. Non-expert witness fees and mileage charges shall be calculated as provided by law.

J. Service of Proposed Findings of Fact and Recommended Decision

1. Within 30 days after closing the hearing, the Referee will prepare a summary of the evidence received, findings of fact, conclusions of law, and a recommended decision. In accordance with the provisions of Government Code Section 31533, the findings of fact and proposed recommendation of the Referee shall be served on the CEO, who in turn shall distribute a copy to all parties.
2. Either Party may submit written objections to the Referee's recommended decision to SJCERA within ten (10) calendar days from the date SJCERA distributes the notice to all parties. The non-objecting Party may submit their response to the objections 10 days after the filing of the objections. The written objections and response shall be incorporated into the record submitted to the Referee's consideration.

K. Board's Decision

1. Upon receipt and review of the recommended decision of the Referee and any filed objections and responses, the Board may:
 - a.) Approve and adopt the recommended decision of the Referee, or
 - b.) Refer the Application to the Referee for further hearing and/or consideration, or
 - c.) Require a written transcript or summary of all testimony plus all other evidence received by the Referee to be submitted by the CEO to the Board. Following its receipt and review of the transcript and evidence, the Board shall:
 - i. Take action as is appropriate to the evidence and the provisions of the CERL, or
 - ii. Refer the matter back to the Referee with or without instruction for further proceedings; or
 - iii. Set the matter for hearing de novo before itself. The Board shall hear and decide the matter as if it had not been referred to the Referee. Unless otherwise allowed by the Board, the hearing shall be confined to the evidence, witnesses, and issues set forth in the certification

and statement required by this policy. All hearings before the Board shall require the attendance of at least the same seven (7) members throughout the hearing and shall be conducted as if it were a hearing held before a Referee in accordance with this policy.

X. Final Decision

- A. The Board's decision shall become final upon notice of the decision on all parties, including the employer.
- B. Judicial Review. In those cases where a Party or Applicant is entitled to judicial review of the proceedings before the Board, any petition for writ of mandate shall be filed with the superior court within ninety (90) days from the date the notice of this Board's decision is mailed to the Party or Applicant or is delivered to the Party or Applicant.

XI. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

XII. Policy Review

- A. Staff shall review this policy every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board in accordance with the bylaws. Effective upon adoption.

XIII. History

- 3/1/2018 Bylaw Sections 8, 9, 10 & 11 Converted to Board Policy and Board of Supervisor approved Bylaws
- 06/28/2018 Staff updated format
- 08/10/2018 Modified the definitions of Applicant and Application to conform with SJCERA's adopted code sections
- 07/12/2019 Revised to include definitions, add requirements that an application must meet before being filed, allow the member to elect not to go to hearing, allow the use of depositions, clarify mileage reimbursement may be requested for out-of-county travel to SJCERA-scheduled examinations, and specify that SJCERA may determine an examination is not required in some cases.
- 7/10/2020 Amended to clarify the use of a Referee for hearings, the order of the prehearing and hearing process, subpoena options, and penalties for noncompliance.

- 07/14/2023 Updated to reflect current practices including non-Member Applicant role, travel reimbursement, deadline for Referee's recommended decision, and other minor clarifications.
- 01/12/2024 Updated to reflect new legislation adding additional presumptions.
- 07/16/2024 Amended to clarify applicant is allowed to have their hearing in open session instead of closed session.
- 07/10/2026 Added clarifying definition, ADA/FEHA compliance and other non-substantive formatting changes

Certification of Board Adoption:



7/10/2026

Clerk of the Board

Date



Board Administration Policy

Required Minimum Distributions – ~~IRC 401(a)(9)~~ Policy

I. Purpose

A. To comply with Internal Revenue Code section 401(a)(9) as it relates to required minimum distributions.

II. Objective Purpose

A. To reaffirm and clarify the existing practices of the San Joaquin County Employees' Retirement Association ("SJCERA" or "Association") with respect to the limit on minimum distribution requirements under Internal Revenue Code ("Code") section 401(a)(9) and Treasury regulations issued thereunder.

III. General Rules

A. Reasonable Good Faith Interpretation of Code

In accordance with section 823 of the Pension Protection Act of 2006 ("PPA"), this policy is promulgated in accordance with a reasonable good faith interpretation of Code section 401(a)(9), and the Treasury regulations thereunder, as applicable to a governmental plan within the meaning of Code section 414(d). For purposes of Code section 401(a)(9), Code means the Code and applicable Treasury regulations as they apply under a reasonable good faith interpretation of section 401(a)(9).

B. Elections Under TEFRA § 242(b)(2)

Notwithstanding the other requirements of this policy to the contrary, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act.

III. IV. Definitions

Capitalized terms used in this policy are defined below.

A. Annuity Starting Date - "Annuity Starting Date" means the first day of the first period for which a retirement benefit is payable as a Required Minimum Distribution (RMD) Annuity or, in the case of a retirement benefit not payable in the form of an RMD Annuity, the first day on which all events have occurred which entitle the Member to payment.

B. Applicable RMD Age - Applicable RMD Age means (a) age 70-1/2 if the Member attains age 70-1/2 prior to January 1, 2020; (b) age 72 if the Member attains age 70-1/2 on or after January 1, 2020 and age 72 before January 1, 2023; (c) age 73 if the Member attains age 72 on or after January 1, 2023 and age 73 before January 1, 2033; or (d) age 75 if the Member attains age 74 on or after January 1, 2033.

- C. Designated Beneficiary - “Designated Beneficiary” means the individual who is designated by the Member (or the Member’s surviving Spouse) as the beneficiary of the Member’s interest under the Association and who is also the designated beneficiary under Code section 401(a)(9) and section 1.401(a)(9)-4 of the Treasury regulations. Accordingly, entities other than individuals, such as the Member’s estate or a trust, cannot be a Designated Beneficiary of a Member’s interest in the Association. However, the individuals who are beneficiaries under a designated trust shall be treated as Designated Beneficiaries for purposes of determining the distribution period under this policy and Code section 401(a)(9) if all of the applicable requirements of Treasury regulation section 1.401(a)(9)-4, Q&A-5(b) are met. If all of such applicable requirements are not met, then the distribution of the Member’s entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Member’s death.
- D. Distribution Calendar Year - “Distribution Calendar Year” means a calendar year for which a minimum distribution is required. For distributions beginning before the Member’s death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Member’s Required Beginning Date. For distributions beginning after the Member’s death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section VI.A herein.
- E. Required Beginning Date - “Required Beginning Date,” means April 1 of the calendar year following the later of the calendar year in which the Member attains the Applicable RMD Age or the calendar year in which the Member retires.
- F. RMD Annuity - “RMD Annuity” means, for purposes of the required minimum distribution rules in Code section 401(a)(9), a distribution form providing for periodic payments for a specified period of time. “RMD Annuity” for purposes of this policy does not mean “annuity” as defined in the County Employees’ Retirement Law, but instead means a retirement benefit that is payable by the Association.
- G. Spouse - Effective June 26, 2013, consistent with Federal tax rules, the term “Spouse” means a person who is lawfully married under California law, including marriages recognized under California Family Code section 308 that were entered into in another jurisdiction (another state, the District of Columbia, a United States territory or a foreign jurisdiction) which also include marriages of same-sex individuals that were validly entered into in another jurisdiction whose laws authorize the marriage of two individuals of the same sex even if the married couple is domiciled in a jurisdiction that does not recognize the validity of same-sex marriage. In accordance with Federal tax rules, the term “Spouse” does not include individuals who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under the law of another jurisdiction that is not denominated as a marriage under the laws of that state (whether opposite-sex or same-sex relationships).

IV.V. **Time and Manner of Distribution**

A. Required Beginning Date

The Member's entire interest will be distributed, or begin to be distributed, no later than the Member's Required Beginning Date.

B. Form of Distribution

1. Periodic and Other Forms of Payments

A Member's entire interest in the Association shall be distributed in the form of RMD Annuity payments that meet the requirements of Section IV.B.2 or in the form of a single sum or an insurance company annuity contract that meets the requirements of Section IV.B.3.a. Payments may be made in a combination of these forms of payment and may include lump sum withdrawals of Member contributions or death benefits as provided in the CERL provided that these forms comply with a reasonable good faith interpretation of Code section 401(a)(9).

2. General Rules Regarding RMD Annuities

If the Member's interest is to be paid in the form of an RMD Annuity, the RMD Annuity must meet the following requirements:

a. Periodic

RMD Annuities must be paid over equal payment intervals, which intervals may not be longer than one year.

b. Distribution Period

RMD Annuities will be paid over the life or lives of the Member and a beneficiary or over a period certain that does not exceed the maximum length of the period described in Sections V or VI herein.

c. Increases

RMD Annuities may not increase over time except in accordance with the rules in Section VII.A

d. Change in Period Paid

The period over which an RMD Annuity is paid can be changed only in accordance with Q&A-13 of section 1.401(a)(9)-6 of the Treasury regulations.

e. Commencement

Payment of the RMD Annuity must start no later than the Required Beginning Date.

3. Other Forms

a. Annuity Contract

If the Member's interest is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9).

b. Individual Account

Any part of the Member's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of Code section 401(a)(9) that apply to individual accounts.

C. Amount Required to be Distributed by Required Beginning Date and Later Payment Intervals

The amount that must be distributed on or before the Member's Required Beginning Date is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. All of the Member's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's Required Beginning Date. If the Member dies before distributions begin, the same rules apply with reference to the date distributions are required to begin under Section VI.A, paragraphs 1 or 2.

V.VI. RMD Annuity Distributions Beginning During Member's Life

The following rules must be met to comply with the requirements of the Code and this policy for RMD Annuities that begin during the Member's lifetime.

A. Single Life RMD Annuity

An RMD Annuity that begins no later than the Required Beginning Date and is paid for the Member's lifetime only, with no benefits paid to any other person, meets the requirements of the Code and this policy.

B. Joint and Survivor RMD Annuity – Death of Member after Benefits Begin

If Member dies after RMD Annuity payments have commenced to the Member, then distributions must continue to be made over the remaining period over which distributions commenced in accordance with the schedule of payments made to the Member. Reasonable delay for administration may occur, but in this case payments that should have been made in accordance with the original payment schedule must be made with the first resumed payment.

C. Joint and Survivor RMD Annuity with Spouse as the Sole Beneficiary

An RMD Annuity that begins no later than the Required Beginning Date and is paid for the Member's lifetime and the lifetime of the Member's surviving Spouse, with no benefits paid to any other person, meets the requirements of the Code and this policy regardless of the difference in age of the Member and the Member's Spouse.

D. Joint and Survivor RMD Annuity When the Sole Beneficiary is not the Member's Spouse

1. Limit on Percentage of Member's RMD Annuity Paid to Non-Spouse Beneficiary

The survivor annuity percentage of an RMD Annuity that begins no later than the Required Beginning Date and is paid for the Member's lifetime and the lifetime of a beneficiary other than the Member's surviving Spouse must not at any time exceed the applicable percentage of the RMD Annuity payment during the Member's lifetime, using the table set forth in Treasury regulation section 1.401(a)(9)-6, Q&A-2(c)(2), as determined in the manner described in Q&A-2(c)(1). This Treasury Regulation requires that the RMD Annuity payable to the Member's beneficiary after the Member's death not exceed the percentage of the RMD Annuity payable to the Member during the Member's life specified in the table if the adjusted age difference between the Member and the beneficiary is more than 10 years.

2. Rule Regarding Children of Member

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, if a survivor benefit is payable to a surviving child of the Member for a limited period of time (such as until the child reaches the age of 22), the survivor benefit shall be treated as payable solely to the surviving Spouse of the Member.

3. Rule Regarding Other Beneficiaries

Solely to the extent required by Code section 401(a)(9) and under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(c) and taking into account the vested rights in retirement benefits created by the California Constitution, if a survivor benefit is payable to a person other than a surviving Spouse of the Member (or surviving child under paragraph 2 of this subsection D), the survivor's allowance may not exceed the percentage of the Member's benefit established under the Applicable Percentage Table in Q&A-2 of Treasury regulations section 1.401(a)(9)-6 for the calendar year that contains the Annuity Starting Date. If the Member is younger than the applicable required minimum distribution age under Code section 401(a)(9) in that year, then the age difference used in the Table is reduced by the number of years that the Member is younger than the applicable required minimum distribution age under Code section 401(a)(9) on the Member's birthday for that calendar year. If the Member is unable to elect Option 2 as result of a limitation under the Applicable Percentage Table, the Member will be allowed to elect an alternate allowance under Option 4, which will provide an actuarially equivalent benefit based on the highest survivor's allowance permissible under the Applicable Percentage Table payable to the Designated Beneficiary.

E. Period Certain RMD Annuity

1. Spouse is the Sole Beneficiary

If the Member's sole beneficiary is the Member's surviving Spouse, and the form of distribution is a period certain with no life annuity, the period certain may not exceed the joint life and last survivor expectancy of the Member and Spouse as determined in accordance with the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9, Q&A-3, of the Treasury Regulations,

using the Member's and Spouse's ages as of the Member's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

2. Spouse is not the Sole Beneficiary

When the Member's surviving Spouse is not the sole beneficiary then the period certain may not exceed the period established under the Uniform Lifetime Table in Q&A-2 of Treasury regulations section 1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Member is younger than the applicable required minimum distribution age under Code section 401(a)(9) in that year, then the distribution period for the Member is the distribution period for the applicable required minimum distribution age under Code section 401(a)(9) increased by the difference between the applicable required minimum distribution age under Code section 401(a)(9) and the age of the Member in the year of the Annuity Starting Date. Also see below regarding Designated Beneficiaries.

3. Rule Regarding Children of Member

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, the period certain distribution rules shall not apply to survivor benefits payable to children of the Member but the rules of section V.D above shall apply.

4. Rule Regarding Other Beneficiaries

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, if a period certain survivor benefit is payable to a person other than a surviving Spouse of the Member, then the present value (if any) of any benefit that would be in excess of the amount that can be paid in accordance with such regulation shall be paid to such person in a lump sum payment no later than one year after such person becomes entitled to a survivor benefit.

VI.VII. Distributions When Member Dies before Benefits Begin

If a Member dies before distributions begin, distributions after the death of the Member must meet the following requirements:

A. When Distributions Must Begin

1. Spouse is the Sole Designated Beneficiary

If the Member's sole Designated Beneficiary is the Member's surviving Spouse, then, except as provided in paragraph 5 of this Section VI.A, distributions to the surviving Spouse must begin by December 31 of the calendar year immediately following the calendar year in which the Member died or, if later, by December 31 of the calendar year in which the Member would have reached the Applicable RMD Age.

2. Spouse is not the Sole Designated Beneficiary

If the Member's sole Designated Beneficiary is not the Member's surviving Spouse, then, except as provided in paragraph 5 of this Section VI.A, distributions to the Designated Beneficiary must begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

3. No Designated Beneficiary

If there is no Designated Beneficiary as of September 30 of the year following the year of the Member's death, then distributions of the Member's entire interest must be completed by December 31 of the calendar year that contains the fifth anniversary of the Member's death.

4. Death of Surviving Spouse Who Is the Sole Designated Beneficiary

If the Member's surviving Spouse is the Member's sole Designated Beneficiary and the surviving Spouse dies after the Member but before distributions to the surviving Spouse are required to begin, then this Section VI.A, other than Section VI.A.1, applies as if the surviving Spouse were the Member.

5. Election of Five-Year Rule

A Designated Beneficiary may elect, at the time and in the manner determined by the Association, to have the five-year rule of Section VI.A.3 apply, but solely to the extent that the Designated Beneficiary may elect, under the CERL, a benefit which will be paid in the required time period.

B. When Distributions are Considered to Begin

For purposes of this Section VI, unless Section VI.A.4 applies, distributions are considered to begin on the Member's Required Beginning Date. If Section VI.A.4 applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section VI.A.1. If distributions under an RMD Annuity meeting the requirements of this policy commence to the Member before the Member's Required Beginning Date (or to the Member's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section VI.A.1), the date distributions are considered to begin is the date distributions actually commence.

C. Length of Distribution Period

1. Member Is Survived by a Designated Beneficiary

a. General Rule

If a Designated Beneficiary survives the Member, the Member's entire interest in the Association shall be distributed over the life of the Designated Beneficiary or over a period certain that does not exceed the period specified in paragraph C.1.b below.

b. Period Certain

The period certain in paragraph C.1.a above may not exceed the Designated Beneficiary's life expectancy determined using the Single

Life Table in Treasury regulations section 1.401(a)(9)-9, Q&A-1. If the Annuity Starting Date is in the first Distribution Calendar Year, the life expectancy shall be determined using the Designated Beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death. If the Annuity Starting Date is before the first Distribution Calendar Year, then the life expectancy is determined using the Designated Beneficiary's age in the calendar year that contains the Annuity Starting Date.

2. No Designated Beneficiary

If there is no Designated Beneficiary as of the September 30 of the year following the year of the Member's death, distribution of the Member's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

3. Death of Surviving Spouse before Distributions to Spouse Begin

If the Member's surviving Spouse is the Member's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section VI.C shall apply as if the surviving Spouse were the Member, except that the time that distributions are required to begin is determined without regard to Section VI.A.1.

VII.VIII. Special Rules

A. RMD Annuity Payment Increases

RMD Annuity payments will either not increase over time or increase only as follows:

1. Cost of Living Adjustments

a. Annual COLA Increases

RMD Annuity payments may increase by an annual percentage that does not exceed the percentage increase in an eligible cost-of-living index, as defined in Q&A-14(b) of section 1.401(a)(9)-6 of the Treasury regulations, for a 12-month period ending in the year during which the increase occurs or a prior year.

b. Cumulative COLA Increases

RMD Annuity payments may increase by a percentage increase that occurs at specified times and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index, as defined in the preceding paragraph since the Annuity Starting Date, or if later, the date of the most recent percentage increase.

c. Additional COLA Increases

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b) and taking into account the vested rights in retirement benefits created by the California Constitution, RMD

Annuity payments may increase by a percentage or amount that is determined by the Association, in accordance with the CERL, to represent an appropriate amount to take account of cost-of-living increases affecting retirees or beneficiaries.

2. "Pop-Ups"

RMD Annuity Payments may increase to the extent of the reduction in the amount of the Member's payments to provide for a survivor benefit, but only if there is no longer a survivor benefit because the beneficiary whose life was being used to determine the distribution period dies or is no longer the Member's beneficiary pursuant to a domestic relations order under applicable state law.

3. Plan Amendment

Benefits may increase if they result from an amendment to, or interpretation of, the CERL, PEPRA, or any other applicable law governing benefits for Members or from an ordinance, resolution or regulation pursuant to such law.

4. Other Benefits

Benefits may increase (i) to the extent increases are permitted in accordance with paragraph (c) or (d) of Q&A-14 of section 1.401(a)(9)-6 of the Treasury regulations dealing with additional permitted increases for annuity payments under annuity contracts purchased from an insurance company and additional permitted increases for annuity payments from a qualified trust; (ii) pursuant to section 31691.1 of the CERL; and (ii) pursuant to sections 31681.1 et. seq., and 31739 et. seq. of the CERL.

B. Additional Accruals after First Distribution Calendar Year

Any additional benefits accruing to the Member in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such benefit accrues.

C. Domestic Relations Orders

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, if Article 8.4 of the CERL applies (relating to the establishment of separate accounts under domestic relations orders), then both the Member and the Member's former Spouse shall be deemed to be separate Members of the Association for purposes of this policy and Code section 401(a)(9).

D. Reciprocal Member

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, if a deferred Member is a current employee and a member of another retirement system with which the

Association has reciprocity under California law, then for purposes of determining the Required Beginning Date under the Association the Member shall be treated as a current employee of the Association and as such, as if he or she had not retired, even if he or she has attained age 70½.

E. Public Safety Member Killed in Line of Duty

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, any additional retirement benefits paid under CERL section 31787.5 to the surviving Spouse of a public safety Member killed in the line of duty shall not be limited by Code section 401(a)(9) because they shall be treated as incidental death benefits.

F. Rollovers

Amounts that are required minimum distributions cannot be rolled over to another qualified retirement plan or other tax-favored vehicle. The amount that cannot be rolled over shall be determined in accordance with Treasury regulations section 1.402(c)-2, Q&A-7.

G. Payments to Surviving Child Treated as Made to Surviving Spouse

Solely to the extent required by Code section 401(a)(9) and under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(c) and taking into account the vested rights in retirement benefits created by the California Constitution, for purposes of Code section 401(a)(9) and is policy, payments to a Member's surviving child in accordance with the requirements of Q&A-15 of section 1.401(a)(9)-6 of the Treasury regulations shall be treated as if such payments had been made to the Member's surviving Spouse to the extent the payments become payable to the surviving Spouse upon the child's attainment of the age of majority, as determined in accordance with Q&A-15 of section 1.401(a)(9)-6 of the Treasury regulations, or upon the occurrence of such other event specified in Q&A-15 of section 1.401(a)(9)-6 of the Treasury regulations, or as otherwise specified in IRS guidance under Code section 401(a)(9).

VIII.IX. Code and Regulation Prevails

A. This policy is intended to be in accordance with the Code and the applicable Treasury regulations. To the extent there is a conflict between this policy and the Code and Treasury regulations, the applicable federal law will govern.

IX.X. Policy Review

A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board of Retirement in accordance with the bylaws.

X.XI. History

01/01/2015 Effective Date of Bylaw Section 25

- 03/20/2018 Bylaw Section 25 Converted to Board Policy and Board of Supervisors approved Bylaws
- 07/06/2018 Staff updated format
- 09/11/2018 Annual review, deleted Article 5.5 reference
- 04/12/2019 Policy Review section amended to at least once every three years
- 04/10/2020 Policy amended to reflect federal law increasing RMD to 72
- 07/09/2021 Minor edits by tax counsel
- 04/14/2023 Policy amended to reflect federal law increasing RMD to 73 and 75
- 12/08/2023 Changed age references to “applicable RMD age” to accommodate future changes in federal age requirements, other non-substantive changes.
- 07/11/2025 Staff reviewed, minor content changes
- [07/10/2026 Non-substantive formatting changes](#)

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Board Administration Policy

Required Minimum Distributions

Policy

I. Purpose

- A. To comply with Internal Revenue Code section 401(a)(9) as it relates to required minimum distributions.

II. Objective

- A. To reaffirm and clarify the existing practices of the San Joaquin County Employees' Retirement Association ("SJCERA" or "Association") with respect to the limit on minimum distribution requirements under Internal Revenue Code ("Code") section 401(a)(9) and Treasury regulations issued thereunder.

III. General Rules

- A. Reasonable Good Faith Interpretation of Code

In accordance with section 823 of the Pension Protection Act of 2006 ("PPA"), this policy is promulgated in accordance with a reasonable good faith interpretation of Code section 401(a)(9), and the Treasury regulations thereunder, as applicable to a governmental plan within the meaning of Code section 414(d). For purposes of Code section 401(a)(9), Code means the Code and applicable Treasury regulations as they apply under a reasonable good faith interpretation of section 401(a)(9).

- B. Elections Under TEFRA § 242(b)(2)

Notwithstanding the other requirements of this policy to the contrary, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act.

IV. Definitions

Capitalized terms used in this policy are defined below.

- A. Annuity Starting Date - "Annuity Starting Date" means the first day of the first period for which a retirement benefit is payable as a Required Minimum Distribution (RMD) Annuity or, in the case of a retirement benefit not payable in the form of an RMD Annuity, the first day on which all events have occurred which entitle the Member to payment.
- B. Applicable RMD Age - Applicable RMD Age means (a) age 70-1/2 if the Member attains age 70-1/2 prior to January 1, 2020; (b) age 72 if the Member attains age 70-1/2 on or after January 1, 2020 and age 72 before January 1, 2023; (c) age 73 if the Member attains age 72 on or after January 1, 2023 and age 73 before January 1, 2033; or (d) age 75 if the Member attains age 74 on or after January 1, 2033.

- C. Designated Beneficiary - “Designated Beneficiary” means the individual who is designated by the Member (or the Member’s surviving Spouse) as the beneficiary of the Member’s interest under the Association and who is also the designated beneficiary under Code section 401(a)(9) and section 1.401(a)(9)-4 of the Treasury regulations. Accordingly, entities other than individuals, such as the Member’s estate or a trust, cannot be a Designated Beneficiary of a Member’s interest in the Association. However, the individuals who are beneficiaries under a designated trust shall be treated as Designated Beneficiaries for purposes of determining the distribution period under this policy and Code section 401(a)(9) if all of the applicable requirements of Treasury regulation section 1.401(a)(9)-4, Q&A-5(b) are met. If all of such applicable requirements are not met, then the distribution of the Member’s entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Member’s death.
- D. Distribution Calendar Year - “Distribution Calendar Year” means a calendar year for which a minimum distribution is required. For distributions beginning before the Member’s death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Member’s Required Beginning Date. For distributions beginning after the Member’s death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section VI.A herein.
- E. Required Beginning Date - “Required Beginning Date,” means April 1 of the calendar year following the later of the calendar year in which the Member attains the Applicable RMD Age or the calendar year in which the Member retires.
- F. RMD Annuity - “RMD Annuity” means, for purposes of the required minimum distribution rules in Code section 401(a)(9), a distribution form providing for periodic payments for a specified period of time. “RMD Annuity” for purposes of this policy does not mean “annuity” as defined in the County Employees’ Retirement Law, but instead means a retirement benefit that is payable by the Association.
- G. Spouse - Effective June 26, 2013, consistent with Federal tax rules, the term “Spouse” means a person who is lawfully married under California law, including marriages recognized under California Family Code section 308 that were entered into in another jurisdiction (another state, the District of Columbia, a United States territory or a foreign jurisdiction) which also include marriages of same-sex individuals that were validly entered into in another jurisdiction whose laws authorize the marriage of two individuals of the same sex even if the married couple is domiciled in a jurisdiction that does not recognize the validity of same-sex marriage. In accordance with Federal tax rules, the term “Spouse” does not include individuals who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under the law of another jurisdiction that is not denominated as a marriage under the laws of that state (whether opposite-sex or same-sex relationships).

V. Time and Manner of Distribution

A. Required Beginning Date

The Member's entire interest will be distributed, or begin to be distributed, no later than the Member's Required Beginning Date.

B. Form of Distribution

1. Periodic and Other Forms of Payments

A Member's entire interest in the Association shall be distributed in the form of RMD Annuity payments that meet the requirements of Section IV.B.2 or in the form of a single sum or an insurance company annuity contract that meets the requirements of Section IV.B.3.a. Payments may be made in a combination of these forms of payment and may include lump sum withdrawals of Member contributions or death benefits as provided in the CERL provided that these forms comply with a reasonable good faith interpretation of Code section 401(a)(9).

2. General Rules Regarding RMD Annuities

If the Member's interest is to be paid in the form of an RMD Annuity, the RMD Annuity must meet the following requirements:

a. Periodic

RMD Annuities must be paid over equal payment intervals, which intervals may not be longer than one year.

b. Distribution Period

RMD Annuities will be paid over the life or lives of the Member and a beneficiary or over a period certain that does not exceed the maximum length of the period described in Sections V or VI herein.

c. Increases

RMD Annuities may not increase over time except in accordance with the rules in Section VII.A

d. Change in Period Paid

The period over which an RMD Annuity is paid can be changed only in accordance with Q&A-13 of section 1.401(a)(9)-6 of the Treasury regulations.

e. Commencement

Payment of the RMD Annuity must start no later than the Required Beginning Date.

3. Other Forms

a. Annuity Contract

If the Member's interest is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9).

b. Individual Account

Any part of the Member's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of Code section 401(a)(9) that apply to individual accounts.

C. Amount Required to be Distributed by Required Beginning Date and Later Payment Intervals

The amount that must be distributed on or before the Member's Required Beginning Date is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. All of the Member's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's Required Beginning Date. If the Member dies before distributions begin, the same rules apply with reference to the date distributions are required to begin under Section VI.A, paragraphs 1 or 2.

VI. RMD Annuity Distributions Beginning During Member's Life

The following rules must be met to comply with the requirements of the Code and this policy for RMD Annuities that begin during the Member's lifetime.

A. Single Life RMD Annuity

An RMD Annuity that begins no later than the Required Beginning Date and is paid for the Member's lifetime only, with no benefits paid to any other person, meets the requirements of the Code and this policy.

B. Joint and Survivor RMD Annuity – Death of Member after Benefits Begin

If Member dies after RMD Annuity payments have commenced to the Member, then distributions must continue to be made over the remaining period over which distributions commenced in accordance with the schedule of payments made to the Member. Reasonable delay for administration may occur, but in this case payments that should have been made in accordance with the original payment schedule must be made with the first resumed payment.

C. Joint and Survivor RMD Annuity with Spouse as the Sole Beneficiary

An RMD Annuity that begins no later than the Required Beginning Date and is paid for the Member's lifetime and the lifetime of the Member's surviving Spouse, with no benefits paid to any other person, meets the requirements of the Code and this policy regardless of the difference in age of the Member and the Member's Spouse.

D. Joint and Survivor RMD Annuity When the Sole Beneficiary is not the Member's Spouse

1. Limit on Percentage of Member's RMD Annuity Paid to Non-Spouse Beneficiary

The survivor annuity percentage of an RMD Annuity that begins no later than the Required Beginning Date and is paid for the Member's lifetime and

the lifetime of a beneficiary other than the Member's surviving Spouse must not at any time exceed the applicable percentage of the RMD Annuity payment during the Member's lifetime, using the table set forth in Treasury regulation section 1.401(a)(9)-6, Q&A-2(c)(2), as determined in the manner described in Q&A-2(c)(1). This Treasury Regulation requires that the RMD Annuity payable to the Member's beneficiary after the Member's death not exceed the percentage of the RMD Annuity payable to the Member during the Member's life specified in the table if the adjusted age difference between the Member and the beneficiary is more than 10 years.

2. Rule Regarding Children of Member

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, if a survivor benefit is payable to a surviving child of the Member for a limited period of time (such as until the child reaches the age of 22), the survivor benefit shall be treated as payable solely to the surviving Spouse of the Member.

3. Rule Regarding Other Beneficiaries

Solely to the extent required by Code section 401(a)(9) and under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(c) and taking into account the vested rights in retirement benefits created by the California Constitution, if a survivor benefit is payable to a person other than a surviving Spouse of the Member (or surviving child under paragraph 2 of this subsection D), the survivor's allowance may not exceed the percentage of the Member's benefit established under the Applicable Percentage Table in Q&A-2 of Treasury regulations section 1.401(a)(9)-6 for the calendar year that contains the Annuity Starting Date. If the Member is younger than the applicable required minimum distribution age under Code section 401(a)(9) in that year, then the age difference used in the Table is reduced by the number of years that the Member is younger than the applicable required minimum distribution age under Code section 401(a)(9) on the Member's birthday for that calendar year. If the Member is unable to elect Option 2 as result of a limitation under the Applicable Percentage Table, the Member will be allowed to elect an alternate allowance under Option 4, which will provide an actuarially equivalent benefit based on the highest survivor's allowance permissible under the Applicable Percentage Table payable to the Designated Beneficiary.

E. Period Certain RMD Annuity

1. Spouse is the Sole Beneficiary

If the Member's sole beneficiary is the Member's surviving Spouse, and the form of distribution is a period certain with no life annuity, the period certain may not exceed the joint life and last survivor expectancy of the Member and Spouse as determined in accordance with the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9, Q&A-3, of the Treasury Regulations, using the Member's and Spouse's ages as of the Member's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

2. Spouse is not the Sole Beneficiary

When the Member's surviving Spouse is not the sole beneficiary then the period certain may not exceed the period established under the Uniform Lifetime Table in Q&A-2 of Treasury regulations section 1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Member is younger than the applicable required minimum distribution age under Code section 401(a)(9) in that year, then the distribution period for the Member is the distribution period for the applicable required minimum distribution age under Code section 401(a)(9) increased by the difference between the applicable required minimum distribution age under Code section 401(a)(9) and the age of the Member in the year of the Annuity Starting Date. Also see below regarding Designated Beneficiaries.

3. Rule Regarding Children of Member

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, the period certain distribution rules shall not apply to survivor benefits payable to children of the Member but the rules of section V.D above shall apply.

4. Rule Regarding Other Beneficiaries

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, if a period certain survivor benefit is payable to a person other than a surviving Spouse of the Member, then the present value (if any) of any benefit that would be in excess of the amount that can be paid in accordance with such regulation shall be paid to such person in a lump sum payment no later than one year after such person becomes entitled to a survivor benefit.

VII. Distributions When Member Dies before Benefits Begin

If a Member dies before distributions begin, distributions after the death of the Member must meet the following requirements:

A. When Distributions Must Begin

1. Spouse is the Sole Designated Beneficiary

If the Member's sole Designated Beneficiary is the Member's surviving Spouse, then, except as provided in paragraph 5 of this Section VI.A, distributions to the surviving Spouse must begin by December 31 of the calendar year immediately following the calendar year in which the Member died or, if later, by December 31 of the calendar year in which the Member would have reached the Applicable RMD Age.

2. Spouse is not the Sole Designated Beneficiary

If the Member's sole Designated Beneficiary is not the Member's surviving Spouse, then, except as provided in paragraph 5 of this Section VI.A, distributions to the Designated Beneficiary must begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

3. No Designated Beneficiary

If there is no Designated Beneficiary as of September 30 of the year following the year of the Member's death, then distributions of the Member's entire interest must be completed by December 31 of the calendar year that contains the fifth anniversary of the Member's death.

4. Death of Surviving Spouse Who Is the Sole Designated Beneficiary

If the Member's surviving Spouse is the Member's sole Designated Beneficiary and the surviving Spouse dies after the Member but before distributions to the surviving Spouse are required to begin, then this Section VI.A, other than Section VI.A.1, applies as if the surviving Spouse were the Member.

5. Election of Five-Year Rule

A Designated Beneficiary may elect, at the time and in the manner determined by the Association, to have the five-year rule of Section VI.A.3 apply, but solely to the extent that the Designated Beneficiary may elect, under the CERL, a benefit which will be paid in the required time period.

B. When Distributions are Considered to Begin

For purposes of this Section VI, unless Section VI.A.4 applies, distributions are considered to begin on the Member's Required Beginning Date. If Section VI.A.4 applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section VI.A.1. If distributions under an RMD Annuity meeting the requirements of this policy commence to the Member before the Member's Required Beginning Date (or to the Member's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section VI.A.1), the date distributions are considered to begin is the date distributions actually commence.

C. Length of Distribution Period

1. Member Is Survived by a Designated Beneficiary

a. General Rule

If a Designated Beneficiary survives the Member, the Member's entire interest in the Association shall be distributed over the life of the Designated Beneficiary or over a period certain that does not exceed the period specified in paragraph C.1.b below.

b. Period Certain

The period certain in paragraph C.1.a above may not exceed the Designated Beneficiary's life expectancy determined using the Single Life Table in Treasury regulations section 1.401(a)(9)-9, Q&A-1. If the Annuity Starting Date is in the first Distribution Calendar Year, the life expectancy shall be determined using the Designated Beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death. If the Annuity Starting Date is before the first Distribution Calendar Year, then the life expectancy is

determined using the Designated Beneficiary's age in the calendar year that contains the Annuity Starting Date.

2. No Designated Beneficiary

If there is no Designated Beneficiary as of the September 30 of the year following the year of the Member's death, distribution of the Member's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

3. Death of Surviving Spouse before Distributions to Spouse Begin

If the Member's surviving Spouse is the Member's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section VI.C shall apply as if the surviving Spouse were the Member, except that the time that distributions are required to begin is determined without regard to Section VI.A.1.

VIII. Special Rules

A. RMD Annuity Payment Increases

RMD Annuity payments will either not increase over time or increase only as follows:

1. Cost of Living Adjustments

a. Annual COLA Increases

RMD Annuity payments may increase by an annual percentage that does not exceed the percentage increase in an eligible cost-of-living index, as defined in Q&A-14(b) of section 1.401(a)(9)-6 of the Treasury regulations, for a 12-month period ending in the year during which the increase occurs or a prior year.

b. Cumulative COLA Increases

RMD Annuity payments may increase by a percentage increase that occurs at specified times and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index, as defined in the preceding paragraph since the Annuity Starting Date, or if later, the date of the most recent percentage increase.

c. Additional COLA Increases

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b) and taking into account the vested rights in retirement benefits created by the California Constitution, RMD Annuity payments may increase by a percentage or amount that is determined by the Association, in accordance with the CERL, to represent an appropriate amount to take account of cost-of-living increases affecting retirees or beneficiaries.

2. "Pop-Ups"

RMD Annuity Payments may increase to the extent of the reduction in the amount of the Member's payments to provide for a survivor benefit, but only if there is no longer a survivor benefit because the beneficiary whose life was being used to determine the distribution period dies or is no longer the Member's beneficiary pursuant to a domestic relations order under applicable state law.

3. Plan Amendment

Benefits may increase if they result from an amendment to, or interpretation of, the CERL, PEPPRA, or any other applicable law governing benefits for Members or from an ordinance, resolution or regulation pursuant to such law.

4. Other Benefits

Benefits may increase (i) to the extent increases are permitted in accordance with paragraph (c) or (d) of Q&A-14 of section 1.401(a)(9)-6 of the Treasury regulations dealing with additional permitted increases for annuity payments under annuity contracts purchased from an insurance company and additional permitted increases for annuity payments from a qualified trust; (ii) pursuant to section 31691.1 of the CERL; and (ii) pursuant to sections 31681.1 et. seq., and 31739 et. seq. of the CERL.

B. Additional Accruals after First Distribution Calendar Year

Any additional benefits accruing to the Member in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such benefit accrues.

C. Domestic Relations Orders

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, if Article 8.4 of the CERL applies (relating to the establishment of separate accounts under domestic relations orders), then both the Member and the Member's former Spouse shall be deemed to be separate Members of the Association for purposes of this policy and Code section 401(a)(9).

D. Reciprocal Member

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, if a deferred Member is a current employee and a member of another retirement system with which the Association has reciprocity under California law, then for purposes of determining the Required Beginning Date under the Association the Member shall be treated as a current employee of the Association and as such, as if he or she had not retired, even if he or she has attained age 70½.

E. Public Safety Member Killed in Line of Duty

Under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(b), and taking into account the vested rights in retirement benefits created by the California Constitution, any additional retirement benefits paid under CERL section 31787.5 to the surviving Spouse of a public safety Member killed in the line of duty shall not be limited by Code section 401(a)(9) because they shall be treated as incidental death benefits.

F. Rollovers

Amounts that are required minimum distributions cannot be rolled over to another qualified retirement plan or other tax-favored vehicle. The amount that cannot be rolled over shall be determined in accordance with Treasury regulations section 1.402(c)-2, Q&A-7.

G. Payments to Surviving Child Treated as Made to Surviving Spouse

Solely to the extent required by Code section 401(a)(9) and under a good faith interpretation of the Code and Treasury regulations section 1.401(a)(9)-6, Q&A-2(c) and taking into account the vested rights in retirement benefits created by the California Constitution, for purposes of Code section 401(a)(9) and is policy, payments to a Member's surviving child in accordance with the requirements of Q&A-15 of section 1.401(a)(9)-6 of the Treasury regulations shall be treated as if such payments had been made to the Member's surviving Spouse to the extent the payments become payable to the surviving Spouse upon the child's attainment of the age of majority, as determined in accordance with Q&A-15 of section 1.401(a)(9)-6 of the Treasury regulations, or upon the occurrence of such other event specified in Q&A-15 of section 1.401(a)(9)-6 of the Treasury regulations, or as otherwise specified in IRS guidance under Code section 401(a)(9).

IX. Code and Regulation Prevails

A. This policy is intended to be in accordance with the Code and the applicable Treasury regulations. To the extent there is a conflict between this policy and the Code and Treasury regulations, the applicable federal law will govern.

X. Policy Review

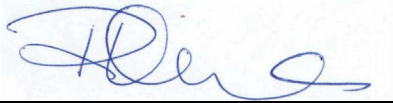
A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board of Retirement in accordance with the bylaws.

XI. History

01/01/2015	Effective Date of Bylaw Section 25
03/20/2018	Bylaw Section 25 Converted to Board Policy and Board of Supervisors approved Bylaws
07/06/2018	Staff updated format
09/11/2018	Annual review, deleted Article 5.5 reference
04/12/2019	Policy Review section amended to at least once every three years
04/10/2020	Policy amended to reflect federal law increasing RMD to 72
07/09/2021	Minor edits by tax counsel
04/14/2023	Policy amended to reflect federal law increasing RMD to 73 and 75

- 12/08/2023 Changed age references to “applicable RMD age” to accommodate future changes in federal age requirements, other non-substantive changes.
- 07/11/2025 Staff reviewed, minor content changes
- 07/10/2026 Non-substantive formatting changes

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Board Administration Policy

Return to Work and Bona Fide Separation from Service ~~—IRC 401(a)—~~Policy

I. Purpose

- A. ~~This policy reaffirms and clarifies the existing practices of the Association with respect to retired Members who return to work after retirement, and such retired Members' bona fide separation from service, applicable for the Association in accordance with Internal Revenue Code section 401(a) and Treasury regulations issued thereunder.~~ To comply with Internal Revenue Code (IRC) section 401(a) as it relates to the normal retirement age.-

II. Objective

- A. To reaffirm and clarify the existing practices of SJCERA with respect to retired Members who return to work after retirement, and such retired Members' bona fide separation from service, applicable for the Association in accordance with IRC section 401(a) and Treasury regulations issued thereunder.

~~II.~~ III. Return to Work and Bona Fide Separation from Service

- A. A Member who retired for service and has not attained normal retirement age (as established by the Association) may not return to work for any governmental entity participating in the Association unless he or she has had a bona fide separation from service, to the extent required by Code section 401(a)-. For purposes of this policy, post-retirement service may include employment, consulting, independent contractor arrangements, or other compensated service relationships.

A bona fide separation from service means that the following conditions are satisfied:

1. No Prearranged Agreement to Return to Work

- a. Prior to the date the Member's retirement commences, the Member has not entered into any predetermined agreement (either written or unwritten) with a participating employer to return to work after retirement, regardless—_ of the length of the separation from service.

2. Minimum Period of Separation from Service

- a. Prior to entering into an agreement to return or returning to employment with a participating employer while retired, the Member must have a separation from service of at least the greater of
- Any required separation from service prior to return to work required by state law or
 - A continuous 90 calendar day separation from service.

3. Exception

- a. The Member may be employed by a participating employer prior to the Minimum Period of Separation from Service listed in subsection 2 above

for emergency situations, as defined in California Government Code section 8558. However, this exception does not apply to the requirement listed in subsection 1 above that there be no prearranged agreement to return to work.

4. Member's Written Acknowledgment

- a. The member must acknowledge in writing to SJCERA at the time of retirement that the member has been informed of these requirements and limitations on post-retirement employment and that no prearrangement to be reemployed while retired exists. The member must also acknowledge that the member has been informed that if the member does not comply with all of the requirements regarding post-retirement employment, the member's retirement benefit may be suspended until such requirements have been met.

IV. Law Prevails

A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

~~III. Code and Regulations Prevail~~

~~A. This policy is intended to be in accordance with the Internal Revenue Code (Code) and the applicable Treasury regulations. To the extent there is a conflict between this policy and the Code and Treasury regulations, the applicable law will govern.~~

IV.V. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board ~~of Retirement~~ in accordance with the bylaws.

V.VI. History

01/01/2015	Effective Date of Bylaw Section 24
12/08/2017	Extracted from Bylaws into policy
06/29/2018	Staff reviewed, no content changes; updated format
04/12/2019	Policy Review section amended to at least once every three years
07/09/2021	Minor amendments by tax counsel
<u>07/10/2026</u>	<u>Added language for other types of post-retirement employment, aligned minimum period of separation with other SJCERA materials, and other Non-substantive formatting changes</u>

Certification of Board Adoption:



Clerk of the Board

07/10/2026

Date



Board Administration Policy

Return to Work and Bona Fide Separation from Service Policy

I. Purpose

- A. To comply with Internal Revenue Code (IRC) section 401(a) as it relates to the normal retirement age.

II. Objective

- A. To reaffirm and clarify the existing practices of SJCERA with respect to retired Members who return to work after retirement, and such retired Members' bona fide separation from service, applicable for the Association in accordance with IRC section 401(a) and Treasury regulations issued thereunder.

III. Return to Work and Bona Fide Separation from Service

- A. A Member who retired for service and has not attained normal retirement age (as established by the Association) may not return to work for any governmental entity participating in the Association unless he or she has had a bona fide separation from service, to the extent required by Code section 401(a). For purposes of this policy, post-retirement service may include employment, consulting, independent contractor arrangements, or other compensated service relationships. A bona fide separation from service means that the following conditions are satisfied:

- 1. No Prearranged Agreement to Return to Work

- a. Prior to the date the Member's retirement commences, the Member has not entered into any predetermined agreement (either written or unwritten) with a participating employer to return to work after retirement, regardless of the length of the separation from service.

- 2. Minimum Period of Separation from Service

- a. Prior to entering into an agreement to return or returning to employment with a participating employer while retired, the Member must have a separation from service of at least the greater of
 - i. Any required separation from service prior to return to work required by state law or
 - ii. A continuous 90 calendar day separation from service.

- 3. Exception

- a. The Member may be employed by a participating employer prior to the Minimum Period of Separation from Service listed in subsection 2 above for emergency situations, as defined in California Government Code section 8558. However, this exception does not apply to the requirement listed in subsection 1 above that there be no prearranged agreement to return to work.

4. Member's Written Acknowledgment

- a. The member must acknowledge in writing to SJCERA at the time of retirement that the member has been informed of these requirements and limitations on post-retirement employment and that no prearrangement to be reemployed while retired exists. The member must also acknowledge that the member has been informed that if the member does not comply with all of the requirements regarding post-retirement employment, the member's retirement benefit may be suspended until such requirements have been met.

IV. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

V. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this policy must be approved by the Board in accordance with the bylaws.

VI. History

01/01/2015	Effective Date of Bylaw Section 24
12/08/2017	Extracted from Bylaws into policy
06/29/2018	Staff reviewed, no content changes; updated format
04/12/2019	Policy Review section amended to at least once every three years
07/09/2021	Minor amendments by tax counsel
07/10/2026	Added language for other types of post-retirement employment, aligned minimum period of separation with other SJCERA materials, and other non-substantive formatting changes

Certification of Board Adoption:



Clerk of the Board

07/10/2026

Date



Staff Transportation and Travel Policy

I. Purpose

- A. To establish criteria and approval authority for travel and meal expenses for SJCERA non-executive staff.

II. Objective

- A. To prudently oversee the reimbursement of costs associated with staff's travel and related costs to prudently administer plan.

III. Travel, Request Forms and Reimbursement

~~A. SJCERA attempts shall make best efforts to book and pay for travel related expenses such as airfare, incidentals, and hotel for Staff; however, t~~ Travel and related expenses that may be reimbursed to Staff include those documented in ~~adopts~~ the substantive provisions of the San Joaquin County Administrative Manual Section 3500 – Transportation, Travel & Meals as guidance for non-executive staff travel. ~~A~~ However, all approvals, verifications, and reimbursements shall be administered internally by SJCERA, in accordance with this Policy.

A.

B. SJCERA will provide 's per diem reimbursements ~~shall be to~~ travelers for meals and incidentals based on the GSA or CPI index of the location traveled to, as in final destination. If multiple destinations are included in a traveler's plans, the final destination for each day shall be the rate point for travels.

a. SJCERA shall not provide a per diem reimbursement for meals which are included in a pre-planned event or travel itinerary.

—SJCERA shall allow a traveler with dietary restrictions to take a per diem reimbursement for meals in the event of a conference or travel plan with meals included if such meals do not meet said dietary restrictions. A written request by the traveler is required for this accommodation.

b.

C. SJCERA attempts ~~makes a best effort to pre-book and pay for travel and travel--related expenses for Staff such as airfare and hotel for Staff; however, travel and~~ travel-related expenses that may ~~are anticipated to be reimbursed to Staff include but are not limited to:~~

a. Fees for luggage check-in

b. Ride share or transportation separate from pre-booked travel itinerary

B.c. Tolls, fees, or other expenses related to travel to and from necessary destinations during a travel itinerary

C.D. The Chief Executive Officer (CEO) may approve exceptions to the County policy when one is required, due to extenuating circumstances. Any request for an exception must document the circumstances, the need for the exception and the exception may apply only to the extent of actual costs incurred, provided such costs are deemed to be ordinary and necessary under the circumstances. The merit of any request for exception shall be based on the CEO's sole judgement and is not subject to appeal.

1. In the event a traveler cannot provide a receipt(s), the CEO may authorize reimbursement based on the use of a signed affidavit for the amount and the reason for no receipt.

IV. SJCERA Travel Reimbursement Administration

A. Authority

1. SJCERA administers its own accounting, audit, and payment processes in accordance with the County Employees Retirement Law of 1937 (CERL) and Board policies.

B. Verification and Payment Process

1. Travel reimbursements for SJCERA staff shall be verified, authorized, and paid by SJCERA's Finance Division, under the direction of the CEO or designee.
2. The San Joaquin County Auditor-Controller's Office shall not review, approve, or issue payments for SJCERA travel reimbursements.
3. All reimbursements must include required documentation such as receipts, conference agendas, mileage logs, and any applicable affidavits authorized by the CEO.
4. The CEO or designee may establish internal forms, approval workflows, and thresholds consistent with generally accepted accounting principles (GAAP) and internal control standards.

D.E. Record Retention

1. Travel reimbursement documentation shall be retained in accordance with SJCERA's Records Retention Policy and made available for audit by the Board's external auditors.

V. Board and Executive Staff

- A. The rules governing travel for the Board and Executive Staff of SJCERA are contained in the Trustee and Executive Staff Travel Policy.

VI. Law Prevails

A. In the event a conflict between this Policy and ~~the CERL, the Public Employees' Pension Reform Act, or other any~~ applicable law, including the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law arises, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.


VII. Policy Review

A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this Policy must be approved by the Board in accordance with the bylaws.

VIII. History

06/11/1993	Policy adopted by Board
11/07/2008	Revised
06/29/2018	Reviewed, no content changes required; Staff corrected section cross-references and modified format.
04/12/2019	Policy Review section amended to at least once every three years
07/12/2019	Amended to eliminate redundancy, and references to volunteers
07/08/2022	Added Law Prevails section; Increased daily meal allowance
12/08/2023	Amended SJCERA specific travel requirement; require non-executive staff follow County's travel policy
12/12/2025	Authorizes SJCERA to administer travel reimbursement; <u>added new per diem practices.</u>
07/10/2026	<u>Added new Updated</u> per diem <u>practices language</u> and other non-substantive formatting changes

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Staff Transportation and Travel Policy

I. Purpose

- A. To establish criteria and approval authority for travel and meal expenses for SJCERA non-executive staff.

II. Objective

- A. To prudently oversee the reimbursement of costs associated with staff's travel and related costs to prudently administer plan.

III. Travel, Request Forms and Reimbursement

- A. Travel and related expenses that may be reimbursed to Staff include those documented in the substantive provisions of the San Joaquin County Administrative Manual Section 3500 – Transportation, Travel & Meals as guidance for non-executive staff travel. All approvals, verifications, and reimbursements shall be administered internally by SJCERA, in accordance with this Policy.
- B. SJCERA will provide per diem reimbursements to travelers for meals and incidentals based on the GSA or CPI index of the location traveled to, as in final destination. If multiple destinations are included in a traveler's plans, the final destination for each day shall be the rate point for travels.
 - a. SJCERA shall not provide a per diem reimbursement for meals which are included in a pre-planned event or travel itinerary.
 - b. SJCERA shall allow a traveler with dietary restrictions to take a per diem reimbursement for meals in the event of a conference or travel plan with meals included if such meals do not meet said dietary restrictions. A written request by the traveler is required for this accommodation.
- C. SJCERA makes a best effort to pre-book and pay for travel and travel-related expenses for Staff such as airfare and hotel; however, travel and travel-related expenses that are anticipated to be reimbursed to Staff include but are not limited to:
 - a. Fees for luggage check-in
 - b. Ride share or transportation separate from pre-booked travel itinerary
 - c. Tolls, fees, or other expenses related to travel to and from necessary destinations during a travel itinerary
- D. The Chief Executive Officer (CEO) may approve exceptions to the County policy when one is required, due to extenuating circumstances. Any request

for an exception must document the circumstances, the need for the exception and the exception may apply only to the extent of actual costs incurred, provided such costs are deemed to be ordinary and necessary under the circumstances. The merit of any request for exception shall be based on the CEO's sole judgement and is not subject to appeal.

1. In the event a traveler cannot provide a receipt(s), the CEO may authorize reimbursement based on the use of a signed affidavit for the amount and the reason for no receipt.

IV. SJCERA Travel Reimbursement Administration

A. Authority

1. SJCERA administers its own accounting, audit, and payment processes in accordance with the County Employees Retirement Law of 1937 (CERL) and Board policies.

B. Verification and Payment Process

1. Travel reimbursements for SJCERA staff shall be verified, authorized, and paid by SJCERA's Finance Division, under the direction of the CEO or designee.
2. The San Joaquin County Auditor-Controller's Office shall not review, approve, or issue payments for SJCERA travel reimbursements.
3. All reimbursements must include required documentation such as receipts, conference agendas, mileage logs, and any applicable affidavits authorized by the CEO.
4. The CEO or designee may establish internal forms, approval workflows, and thresholds consistent with generally accepted accounting principles (GAAP) and internal control standards.

E. Record Retention

1. Travel reimbursement documentation shall be retained in accordance with SJCERA's Records Retention Policy and made available for audit by the Board's external auditors.

V. Board and Executive Staff

- A. The rules governing travel for the Board and Executive Staff of SJCERA are contained in the Trustee and Executive Staff Travel Policy.

VI. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be

held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.


VII. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance. Any revisions or amendments to this Policy must be approved by the Board in accordance with the bylaws.

VIII. History

06/11/1993	Policy adopted by Board
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06/29/2018	Reviewed, no content changes required; Staff corrected section cross-references and modified format.
04/12/2019	Policy Review section amended to at least once every three years
07/12/2019	Amended to eliminate redundancy, and references to volunteers
07/08/2022	Added Law Prevails section; Increased daily meal allowance
12/08/2023	Amended SJCERA specific travel requirement; require non-executive staff follow County's travel policy
12/12/2025	Authorizes SJCERA to administer travel reimbursement; added new per diem practices.
07/10/2026	Updated per diem language and other non-substantive formatting changes

Certification of Board Adoption:



07/10/2026

Clerk of the Board

Date



Board Governance Policy

Trustee and Executive Staff

Travel Policy

I. Purpose

~~— To establish criteria and approval authority for travel and meal travel-related expenses for SJCERA Trustees and executive staff, specifically to provide guidance regarding travel reimbursements.~~

~~A. — To fulfill Tthe Board's and designated staff have a fiduciary duty to obtain education on matters of public pension investments and administration, to monitor the investments and administration of the Trust, and to monitor the work of those to whom the Board has delegated authority to manage and administer Trust assets.~~

~~A.~~
~~B. — To execute this oversight, Trustees and/or Executive Staff may be required to participate in business meetings, educational programs and conferences and seminars on behalf SJCERA in or outside of the state of California.~~

~~C. — For purposes of this Policy Executive Staff are defined as:~~

- ~~1. Chief Executive Officer (CEO)~~
- ~~2. Assistant Chief Executive Officer~~
- ~~3. Retirement Investment Officer~~
- ~~4. Chief Counsel~~

~~D. — Trustees and Executive staff are entitled to reimbursement for usual and reasonable expenses incurred in fulfilling their leadership role and it is the purpose of this Policy to establish guidelines for approval and reimbursement of travel and related expenses that are incurred while fulfilling those roles.~~

II. Objectives

~~A. To fulfillfulfill their fiduciary duty, the Board of Retirement Trustees and Eexecutive Sstaff obtain education on matters of public pension investments and administration, to monitor the investments and administration of the Trust, and to monitor the work of those to whom the Board has delegated authority to manage and administer Trust assets.~~

~~B. To execute this oversight, Trustees and/or Executive Staff may be required to participate in business meetings, educational programs and conferences and seminars on behalf SJCERA in or outside of the state of California.~~

~~A. For purposes of this Policy, Staff are defined as:~~

- ~~1. Chief Executive Officer (CEO)~~
- ~~1. Assistant Chief Executive Officer~~
- ~~1. Retirement Investment Officer~~
- ~~1. Chief Counsel~~

C. Trustees and Executive staff are entitled to reimbursement for usual and reasonable expenses incurred in fulfilling their leadership role and it is the purpose of this Policy to establish guidelines for approval and reimbursement of travel and related expenses that are incurred while fulfilling those roles.

III. Definitions

A. For purposes of this Policy, Executive Staff are defined as:

1. Chief Executive Officer (CEO)
2. Assistant Chief Executive Officer
3. Retirement Investment Officer
4. Chief Counsel

II-IV. Requests for Travel

A. To assist the Board and Executive Staff in the planning of travel, the CEO is responsible for developing and managing education and travel expense programs consistent with the best interests of SJCERA. A schedule of upcoming conferences, meetings and seminars will be developed, maintained and provided as part of the Board's monthly meeting agenda.

~~B. Any Board or Executive Staff member requesting to attend an event that requires an overnight stay must notify the CEO or designee in advance. A formal Travel Request for attendance at the event will be completed by SJCERA staff. The Travel Request will identify the event, dates, location, proposed SJCERA attendees, and estimated costs, with the event agenda and schedule attached, if available.~~

B. Requests to attend conferences, meetings, seminars or special sessions sponsored by the State Association of County Retirement Systems (SACRS), National Conference on Public Employee Retirement Systems (NCPERS), and the California Association of Public Retirement Systems (CALAPRS) are considered approved travel without further action of the Board. SJCERA maintains membership in these associations. These associations are professional associations whose core charters are centered on advancing education, governance, fiduciary excellence, and the effective administration of public pension systems. This educational and governance-focused mission distinguishes these associations from many investment event organizations by placing public pension stewardship, fiduciary oversight, and retirement system best practices at the center of their activities.

C. Requests to attend conferences, meetings, seminars or special sessions from other organizations require Board review and approval. Review and

approval isare typically done during each monthly Board of Retirement meeting and action by the Bboard is handled through the Consent Board Agenda Item.

~~C. All travel requests shall be summarized on the “Summary of Pending Trustee and Executive Staff Travel” report, updated and included in the Board’s monthly meeting agenda for information or action as appropriate. The report will include the status of the travel request approval.~~

~~D.~~

~~D.~~

E. Each Trustee is allotted \$4,500 for the calendar year. Excluded from the allotted annual amount are the educational opportunities listed in section II.C-B of this Policy. The Board may approve exceptions to the annual travel cap, in accordance with section III.V.B of this Policy.

~~F.A. All travel requests shall be summarized on the “Summary of Pending Trustee and Executive Staff Travel” report, updated and included in the Board’s monthly meeting agenda for information or action as appropriate. The report will include the status of the travel request approval.~~

G.F. Trustees and Executive Staff shall notify the CEO or designee of any changes in travel or accommodation arrangements in a timely manner. Failure to do so may result in the Trustee or Executive Staff member being held responsible for any additional costs incurred as a result of changes or cancellation.

III.V. Approval of Travel

- A. All requests for travel subject to this Policy require approval in advance by the Board.
1. Exception: -It is recognized that due to emergency circumstances, there may be a need for travel that arises precluding prior approval by the Board. In those situations, the CEO will consult with the Board Chair to determine the appropriateness of the travel. If approval of the requested travel is granted, the CEO shall, upon receipt of written approval by the Board Chair, authorize travel on behalf of the Board.
- B. In determining the priority and approval for attendance at conferences, meetings and seminars, the Board shall consider:
1. The extent to which the participants’ capacity to carry out his/her duties as a Trustee or Executive Staff of SJCERA will be enhanced in a significant manner (including speaking engagements where the participant can enhance his/her capacity through attendance at the event);
 2. The cost-effectiveness of the opportunity; and
 3. The timeliness and relevance of the opportunity.
- C. In-State Travel is defined as travel within California or to the Tahoe basin/Reno area.

- D. Out-of-State Travel is defined as travel outside of California but within the fifty United States.
- E. International Travel is defined as travel outside of the fifty United States.
 - 1. In consideration of SJCERA's asset allocation to non-U.S. investments, and the need to build and develop vendor relationships with multi-national investment vendor firms, the Board may authorize one or more Trustees or Executive Staff to travel outside the United States. Any request for international travel will be presented as an action item on a Board meeting agenda. Approval ~~for~~of international travel will require a vote by the Board.
- F. All requests for travel listed on the "Summary of Pending Trustee and Executive Staff Travel" that are pending approval by the Board may be approved by consent at a Board meeting. A Board member may request that an item on the travel list be removed for separate consideration and action from the rest of the travel requests pending approval. All travel requests pending Board approval, whether on the "consent" travel list or considered as a separate item, must be approved by a vote of the Board.
- ~~G. All approved requests for travel require the completion of a SJCERA Travel Request Form prior to the commencement of travel and is required for reimbursement of travel expenses.~~
- ~~H.G.~~ H.G. The CEO or designee is authorized to sign SJCERA Travel Request Forms.

III.V. **Reimbursement of Travel Expenses**

- A. SJCERA shall ~~only pay or reimburse~~provide a destination-based per diem for valid ~~travel and~~ related meal and incidental travel expenses incurred directly by SJCERA Trustees and Executive Staff. ~~All other expenses shall be the responsibility of the respective Trustee or Executive Staff member.~~
 - A.1. A per diem reimbursement will be given to all travelers based on the CPI or GSA rate determined for the final destination of travel, receipts may be required for approved expenses above and beyond such per diem rate.
- B. ~~SJCERA attempts to book and pay for travel related~~travel-related expenses such as airfare and hotel for Trustees and Executive Staff; ~~however, travel and travel-related expenses that may be paid on behalf of or reimbursed to Trustees and Executive Staff include, but are not limited to, the following:~~
 - ~~1. Coach Class Airfare:~~
 - 2. Actual costs for air travel, as evidenced by the airline itinerary and receipt. Travelers should make reasonable efforts to secure the most economical airfare that meets business requirements, flight scheduling, travel time, routing, or other travel needs. ~~Actual costs for air travel as evidenced by airline itinerary and receipt. Travelers are expected to take advantage of the lowest airfare.~~
 - 1.
 - ~~3. Ground Transportation: -~~

a.2. ~~A~~ actual reasonable fares for taxis/ride share services, shuttles, trains, buses, subways, etc., and customary gratuities, if any, up to 20 percent, as evidenced by receipts.

i.a. Unreasonable fares are those that exceed by more than 10 percent the typical cost for transportation to that location.

ii.b. Fares that are determined to be unreasonable will be reimbursed up to a maximum of 10 percent above the typical cost for transportation to that location.

b.3. Rental cars:— ~~a~~ Actual reasonable costs as evidenced by receipt. When renting cars for official SJCERA business, travelers are expected to take advantage of discounted and/or special government rates if available. Travelers are expected to purchase available optional liability and collision, or similar insurance offered by the rental agency.— The cost of such insurance will be reimbursed by SJCERA up to and including the Standard size sedan type rental car. Rental Car sizes higher than the standard size such as Full-Size, Premium/Luxury, SUV, Van or speciality vehicle cost is not reimbursable.

e.4. Personal automobile:— ~~m~~ Mileage shall be reimbursed for in-state travel at the standard adopted by the Internal Revenue Service at the time the expenses were incurred. Mileage reimbursements for Appointed Trustees and Trustees elected by Retired Members will be to and from the Trustee's home address. Milage reimbursement for the Chief Executive officer is to and from the nearest San Joaquin County line. Mileage reimbursements for other Executive Staff and Trustees elected by Active Members will be to and from SJCERA's business address regardless of where they actually departed from when embarking on the trip.

4.5. Lodging (single occupancy):

a. The actual reasonable cost for lodging ~~expense~~expenses will be paid or reimbursed.

b. Travelers are expected to take advantage of group discounts or special government rates for lodging, when available.

c. When a traveler is attending an event held at a specific hotel, generally the traveler will stay at the event hotel.

i. However, some conferences are held at ~~high-cost~~high-cost luxury hotels. In these situations, if alternate, lower cost, conveniently located lodging is available, travelers are expected to take advantage of such lower cost lodging alternatives.

5.6. Meal expenses reimbursement exceptions:

~~a. For each day of travel actual and reasonable meal expenses, including gratuities up to 20 percent, will be paid or reimbursed~~

~~when traveling on official SJCERA business not to exceed a maximum of \$70 per person. Receipts will be required to document meal expenses under this provision.~~

~~b.a.~~ Any request for reimbursement of actual and reasonable expenses in excess of ~~\$70~~the per diem ~~per person per day of travel rate~~ may be authorized by the CEO. No allowance will be paid or reimbursed for meals that are included as part of an organization's scheduled program attendance, unless a written request is made by a traveler ~~traveler~~ with dietary restrictions which are not accommodated by the provided meals of the event.

~~e.b.~~ Expenses for alcoholic beverages will not be paid or reimbursed by SJCERA.

~~6.7.~~ Telephone calls and business services (photocopies, faxes, computer services etc.). Actual reasonable expenses incurred as evidenced by receipts.

~~7.~~ The limitations on reimbursement specified herein shall not apply when Trustees and/or Executive Staff attend annual investor meetings sponsored by an investment manager or general partner under contract with SJCERA or any other instance or event for which SJCERA receives and pays an invoice from the meeting or event sponsor(s) for lodging, meals or other allowable expenses for SJCERA attendee(s).

~~6.8.~~ Requests for reimbursement must be accompanied by actual receipts and submitted to the CEO for approval and reimbursement within ninety days (90) from the time the expenses were incurred. A per diem reimbursement will be given to all travelers based on the CPI or GSA rate determined for the final destination of travel, receipts may be required for approved expenses above and beyond such per diem rate.

~~1.~~ If actual receipts are not readily available, the requestor may submit a substitute receipt or form, certifying by signature that the receipt was not available to submit.

~~D.C.~~ The CEO shall approve all requests for reimbursement of Trustees and Executive Staff travel expenses, excluding the CEO's. The Assistant CEO may approve CEO travel reimbursement request if they are within the limits of the per diem rate or other authorized travel expenses designated within this policy. The Board Chair shall approve the CEO's requests for reimbursement of expenses beyond the per diem rate.

~~E.D.~~ Reimbursements submitted more than ninety days after the end of the calendar year in which the expense was incurred may be denied.

V. Travel Reports

A. A "Summary of Completed Trustee and Executive Staff Travel" report will be provided to the Board no less than on a quarterly basis. This report shall identify the event, the individual Trustee or Executive Staff who attended, the

location, and cost of travel. This report will be cumulative for a calendar year. The calendar year-end report shall include each Trustee's total annual travel expenditures, as defined in section II.D. of this Policy.

- B. Trustees or Executive Staff members, who attend a seminar, on-site visitation or conference, except as specified in II C, should prepare a written report on the content and the continuing value for future attendance by other Board or staff members. These reports will be provided to the Board in a meeting agenda. These attendee reports will be provided to the CEO or designee and stored for review and verification purposes beginning July 1, 2026.

VI. Political Reform Act Requirements

- A. Trustees and Executive staff have the responsibility to ascertain and comply with their obligations under the Political Reform Act.

VII. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. the County Employees Retirement Law, the Public Employees' Pension Reform Act, or other applicable state or federal law arises, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

VIII. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance with section 81000 of the California Government Code. Any revisions or amendments to this Policy must be approved by the Board in accordance with the bylaws.

IX. History

07/11/2008	Board Adopted
11/07/2008	Board Revised
12/17/2010	Board Revised
03/22/2013	Board Revised to include invoiced-event exemption to reimbursement limitations
06/29/2018	Staff reviewed, no content changes required; updated format
04/12/2019	Policy Review section amended to at least once every three years
07/12/2019	Added customary gratuities for ground travel and made various technical, non-substantive corrections
07/08/2022	Added annual travel spending cap, deleted due diligence, increased daily meal allowance, added law prevails section
01/20/2023	Clarified mileage reimbursement for retired Trustees, defined reasonable fares for ground transportation, added annual

expenditure reporting requirement, added spending cap exceptions approval process

12/08/2023	Increased the travel spending cap to \$4,500, updated titles of Executive Staff and corrected punctuation
12/12/2025	Authorizes SJCERA to administer travel reimbursement
07/10/2026	Added Board preauthorization for NCPERS events, as well as reference to new per diem practices and other non-substantive changes

Certification of Board Adoption:



Clerk of the Board

07/10/2026

Date



Board Governance Policy

Trustee and Executive Staff

Travel Policy

I. Purpose

- A. To establish criteria and approval authority for travel and travel-related expenses for SJCERA Trustees and executive staff, specifically to provide guidance regarding travel reimbursements.

II. Objectives

- A. To fulfill their fiduciary duty, the Board Trustees and Executive Staff obtain education on matters of public pension investments and administration, to monitor the investments and administration of the Trust, and to monitor the work of those to whom the Board has delegated authority to manage and administer Trust assets.
- B. To execute this oversight, Trustees and/or Executive Staff may be required to participate in business meetings, educational programs and conferences and seminars on behalf SJCERA in or outside of the state of California.
- C. Trustees and Executive staff are entitled to reimbursement for usual and reasonable expenses incurred in fulfilling their leadership role and it is the purpose of this Policy to establish guidelines for approval and reimbursement of travel and related expenses that are incurred while fulfilling those roles.

III. Definitions

- A. For purposes of this Policy, Executive Staff are defined as:
 - 1. Chief Executive Officer (CEO)
 - 2. Assistant Chief Executive Officer
 - 3. Retirement Investment Officer
 - 4. Chief Counsel

IV. Requests for Travel

- A. To assist the Board and Executive Staff in the planning of travel, the CEO is responsible for developing and managing education and travel expense programs consistent with the best interests of SJCERA. A schedule of upcoming conferences, meetings and seminars will be developed, maintained and provided as part of the Board's monthly meeting agenda.
- B. Requests to attend conferences, meetings, seminars or special sessions sponsored by the State Association of County Retirement Systems (SACRS), National Conference on Public Employee Retirement Systems (NCPERS), and the California Association of Public Retirement Systems (CALAPRS) are

considered approved travel without further action of the Board. SJCERA maintains membership in these associations, whose core charters are centered on advancing education, governance, fiduciary excellence, and the effective administration of public pension systems. This educational and governance-focused mission distinguishes these associations from many investment event organizations by placing public pension stewardship, fiduciary oversight, and retirement system best practices at the center of their activities.

- C. Requests to attend conferences, meetings, seminars or special sessions from other organizations require Board review and approval. Review and approval are typically done during each monthly Board of Retirement meeting and action by the Board is handled through the Consent Board Agenda Item.
- D. All travel requests shall be summarized on the “Summary of Pending Trustee and Executive Staff Travel” report, updated and included in the Board’s monthly meeting agenda for information or action as appropriate. The report will include the status of the travel request approval.
- E. Each Trustee is allotted \$4,500 for the calendar year. Excluded from the allotted annual amount are the educational opportunities listed in section II.B of this Policy. The Board may approve exceptions to the annual travel cap, in accordance with section V.B of this Policy.
- F. Trustees and Executive Staff shall notify the CEO or designee of any changes in travel or accommodation arrangements in a timely manner. Failure to do so may result in the Trustee or Executive Staff member being held responsible for any additional costs incurred as a result of changes or cancellation.

V. Approval of Travel

- A. All requests for travel subject to this Policy require approval in advance by the Board.
 - 1. Exception: It is recognized that due to emergency circumstances, there may be a need for travel that arises precluding prior approval by the Board. In those situations, the CEO will consult with the Board Chair to determine the appropriateness of the travel. If approval of the requested travel is granted, the CEO shall, upon receipt of written approval by the Board Chair, authorize travel on behalf of the Board.
- B. In determining the priority and approval for attendance at conferences, meetings and seminars, the Board shall consider:
 - 1. The extent to which the participants’ capacity to carry out his/her duties as a Trustee or Executive Staff of SJCERA will be enhanced in a significant manner (including speaking engagements where the participant can enhance his/her capacity through attendance at the event);
 - 2. The cost-effectiveness of the opportunity; and
 - 3. The timeliness and relevance of the opportunity.

- C. In-State Travel is defined as travel within California or to the Tahoe basin/Reno area.
- D. Out-of-State Travel is defined as travel outside of California but within the fifty United States.
- E. International Travel is defined as travel outside of the fifty United States.
 - 1. In consideration of SJCERA's asset allocation to non-U.S. investments and the need to build and develop vendor relationships with multi-national vendor firms, the Board may authorize one or more Trustees or Executive Staff to travel outside the United States. Any request for international travel will be presented as an action item on a Board meeting agenda. Approval of international travel will require a vote by the Board.
- F. All requests for travel listed on the "Summary of Pending Trustee and Executive Staff Travel" that are pending approval by the Board may be approved by consent at a Board meeting. A Board member may request that an item on the travel list be removed for separate consideration and action from the rest of the travel requests pending approval. All travel requests pending Board approval, whether on the "consent" travel list or considered as a separate item, must be approved by a vote of the Board.
- G. The CEO or designee is authorized to sign SJCERA Travel Request Forms.

V. Reimbursement of Travel Expenses

- A. SJCERA shall provide a destination-based per diem for valid related meal and incidental travel expenses incurred directly by SJCERA Trustees and Executive Staff. All other expenses shall be the responsibility of the respective Trustee or Executive Staff member.
 - 1. A per diem reimbursement will be given to all travelers based on the CPI or GSA rate determined for the final destination of travel, receipts may be required for approved expenses above and beyond such per diem rate.
- B. SJCERA attempts to book and pay for travel-related expenses such as airfare and hotel for Trustees and Executive Staff; however, travel and travel-related expenses that may be reimbursed to Trustees and Executive Staff include, but are not limited to, the following:
 - 1. Coach Class Airfare: actual costs for air travel, as evidenced by the airline itinerary and receipt. Travelers should make reasonable efforts to secure the most economical airfare that meets business requirements, flight scheduling, travel time, routing, or other travel needs.
 - 2. Ground Transportation: actual reasonable fares for taxis/ride share services, shuttles, trains, buses, subways, etc., and customary gratuities, if any, up to 20 percent, as evidenced by receipts.
 - a. Unreasonable fares are those that exceed by more than 10 percent the typical cost for transportation to that location.

- b. Fares that are determined to be unreasonable will be reimbursed up to a maximum of 10 percent above the typical cost for transportation to that location.
3. Rental cars: actual reasonable costs as evidenced by receipt. When renting cars for official SJCERA business, travelers are expected to take advantage of discounted and/or special government rates if available. Travelers are expected to purchase available optional liability and collision, or similar insurance offered by the rental agency. The cost of such insurance will be reimbursed by SJCERA up to and including the Standard size sedan type rental car. Rental Car sizes higher than the standard size such as Full-Size, Premium/Luxury, SUV, Van or specialty vehicle cost is not reimbursable.
4. Personal automobile: mileage shall be reimbursed for in-state travel at the standard adopted by the Internal Revenue Service at the time the expenses were incurred. Mileage reimbursements for Appointed Trustees and Trustees elected by Retired Members will be to and from the Trustee's home address. Mileage reimbursement for the Chief Executive officer is to and from the nearest San Joaquin County line. Mileage reimbursements for other Executive Staff and Trustees elected by Active Members will be to and from SJCERA's business address regardless of where they actually departed from when embarking on the trip.
5. Lodging (single occupancy):
 - a. The actual reasonable cost for lodging expenses will be paid or reimbursed.
 - b. Travelers are expected to take advantage of group discounts or special government rates for lodging, when available.
 - c. When a traveler is attending an event held at a specific hotel, generally the traveler will stay at the event hotel.
 - i. However, some conferences are held at high-cost luxury hotels. In these situations, if alternate, lower cost, conveniently located lodging is available, travelers are expected to take advantage of such lower cost lodging alternatives.
6. Meal expense reimbursement exceptions:
 - a. Any request for reimbursement of actual and reasonable expenses in excess of the per diem rate may be authorized by the CEO. No allowance will be paid or reimbursed for meals that are included as part of an organization's scheduled program attendance, unless a written request is made by a traveler with dietary restrictions which are not accommodated by the provided meals of the event.
 - b. Expenses for alcoholic beverages will not be paid or reimbursed by SJCERA.

7. Telephone calls and business services (photocopies, faxes, computer services etc.). Actual reasonable expenses incurred as evidenced by receipts.
 8. The limitations on reimbursement specified herein shall not apply when Trustees and/or Executive Staff attend annual investor meetings sponsored by an investment manager or general partner under contract with SJCERA or any other instance or event for which SJCERA receives and pays an invoice from the meeting or event sponsor(s) for lodging, meals or other allowable expenses for SJCERA attendee(s).
- C. The CEO shall approve all requests for reimbursement of Trustees and Executive Staff travel expenses, excluding the CEO's. The Assistant CEO may approve CEO travel reimbursement request if they are within the limits of the per diem rate or other authorized travel expenses designated within this policy. The Board Chair shall approve the CEO's requests for reimbursement of expenses beyond the per diem rate.
 - D. Reimbursements submitted more than ninety days after the end of the calendar year in which the expense was incurred may be denied.

V. Travel Reports

- A. A "Summary of Completed Trustee and Executive Staff Travel" report will be provided to the Board no less than on a quarterly basis. This report shall identify the event, the individual Trustee or Executive Staff who attended, the location, and cost of travel. This report will be cumulative for a calendar year. The calendar year-end report shall include each Trustee's total annual travel expenditures, as defined in section II.D. of this Policy.
- B. Trustees or Executive Staff members, who attend a seminar, on-site visitation or conference, except as specified in II C, should prepare a written report on the content and the continuing value for future attendance by other Board or staff members. These attendee reports will be provided to the CEO or designee and stored for review and verification purposes beginning July 1, 2026.

VI. Political Reform Act Requirements

- A. Trustees and Executive staff have the responsibility to ascertain and comply with their obligations under the Political Reform Act.

VII. Law Prevails

- A. In the event a conflict between this Policy and any applicable law, including but not limited to the California Government Code; the Internal Revenue Code; or other local, state, or federal statutes, the law shall prevail. If any provision of this Policy shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Policy shall survive.

VIII. Policy Review

- A. Staff shall review this Policy at least once every three years to ensure that it remains relevant, appropriate, and in compliance with section 81000 of the California Government Code. Any revisions or amendments to this Policy must be approved by the Board in accordance with the bylaws.

IX. History

07/11/2008	Board Adopted
11/07/2008	Board Revised
12/17/2010	Board Revised
03/22/2013	Board Revised to include invoiced-event exemption to reimbursement limitations
06/29/2018	Staff reviewed, no content changes required; updated format
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07/08/2022	Added annual travel spending cap, deleted due diligence, increased daily meal allowance, added law prevails section
01/20/2023	Clarified mileage reimbursement for retired Trustees, defined reasonable fares for ground transportation, added annual expenditure reporting requirement, added spending cap exceptions approval process
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12/12/2025	Authorizes SJCERA to administer travel reimbursement
07/10/2026	Added Board preauthorization for NCPERS events, as well as reference to new per diem practices and other non-substantive changes

Certification of Board Adoption:



Clerk of the Board

07/10/2026

Date



Administrative Committee

San Joaquin County Employees' Retirement Association

Agenda Item 3.3

June 12, 2026

SUBJECT: Statement of Economic Interest – Summary Report

SUBMITTED FOR: CONSENT ACTION INFORMATION

PURPOSE

To comply with Section III of the *Conflict of Interest* policy requiring staff to prepare an annual summary report of the Statements of Economic Interest (Form 700) filed with SJCERA.

DISCUSSION

The *Conflict of Interest* policy and *Administrative Committee Charter* require staff to prepare, and submit to the Administrative Committee for receipt and filing, an annual summary report of the Statements of Economic Interests (Form 700) filed with SJCERA. The intent is for staff to review all Forms 700, identify whether any potential conflicts exist, and highlight any conflicts in the summary report. If any potential conflicts were identified, the CEO and/or Chief Counsel would discuss that with the individual before submitting the report.

Based on the information reported in the most recently submitted Statements of Economic Interests, no conflicts were identified; however, future decisions on current investment managers may require recusal of a trustee due to their sources of income and SJCERA's current financial interests.

ATTACHMENTS

Summary of Sources of Income on Statements of Economic Interest (Form 700) report

RENEE OSTRANDER
Chief Executive Officer

AARON ZAHEEN
Chief Counsel

SICERA Summary of Sources of Income on Statements of Economic Interest (Form 700) Report - June 12, 2026

Schedule A-1 Investments Stocks, Bonds, and Other Interest (Ownership Interest is Less Than 10%) \$2,000 - \$10,000	Schedule A-1 Investments Stocks, Bonds, and Other Interest (Ownership Interest is Less Than 10%) \$10,001 - \$100,000	Schedule A-1 Investments Stocks, Bonds, and Other Interest (Ownership Interest is Less Than 10%) \$100,001 - \$1,000,000	Schedule A-1 Investments Stocks, Bonds, and Other Interest (Ownership Interest is Less Than 10%) Over \$1,000,000	Schedule A-2 Investments, Income, and Assets of Business Entities/Trusts (Ownership Interest is 10% or Greater)	Schedule B Interest in Real Property (Including Rental Income)	Schedule C Income, Loans, & Property Positions (Other than Gifts and Travel Payments)	Schedule D Income - Gifts	Schedule E Income - Gifts Travel Payments, Advances, and Reimbursements
HIVE Digital Technologies (T)	3M Company (T)	Ballard Power Systems (T)	Farmers & Merchant (T)	Restuccia Enterprises (T)	1908 East Street, Tracy CA (T)	Jagjit Singh Kahlon (T)	Robert Beadles (T)	
T. Rowe Price Group (T)	Gaming & Leisure Properties (T)	Goldman Sachs (T)		Restuccia Family 1996 Trust (T)	201-212 3rd Street, Ripon CA (T)	Gobinder Singh Biring (T)	Carpj & Clay (T)	
ARM Holdings (T)	Fuel Cell Energy (T)	Proctor & Gamble		FourSevyn (S)	623 Walnut Ave, Ripon CA (T)	Munish Ghai (T)	Port of Stockton (T)	
Appian Corp (T)	Kimberly-Clark Corp. (T)	Waste Mgmt (T)			633 Walnut Ave, Ripon CA (T)	Satwinder Sahi (T)		
Alibaba Group (T)	NorthWestern Corp. (T)	Alpine Meats (S)			2531 Jimenez Way, Stockton, CA (S)	Jagjit Singh Kahlon (T)		
ARK Innovation (T)	Universal Corporation (T)	Cheiron (C)			2131 Fernvale Dr, Stockton CA (S)	Varinder Singh (T)		
Annaly Capital Mgmt (T)	Alcoa Corp (T)	Dana Concentrated (T)				Bank of Stockton (T)		
QuantonScape (T)	Bank of America (T)	Dana Unconstained (T)				McCray Investments (T)		
Nokia Corp (T)	Lord Abbett Affiliated (T)					SICERA (T)		
Ruger (T)	General Motors (T)					Cheiron (C)		
Oxford Lane Capital (T)	Berkshire Hathaway (T)					Alta Bates (C)		
Sirius XM Radio (T)	GE Aerospace (T)					Meketa (C)		
Global Foundries (T)	CSCO Systems (T)							
Metropolitan Life (T)	GE Verona (T)							
Coca Cola (T)	SoFi Technologies (T)							
NYLI Moderate Allocation Fund (T)	Allspring Money Market (T)							
GE Healthcare (T)	Annaly (T)							
Vanguard S&P 500 ETF (T)	CapStead (T)							
SPDR S&P 500 ETF (T)	Apple (T)							
UBS Group (T)	Dow Chemical (T)							
Cameco (T)	HNDL (T)							
Lynas (T)	Johnson & Johnson (T)							
AbbVie (T)	IBM (T)							
Aberdeen Income Credit (T)	JP Morgan (T)							
Accenture (T)	Mondelez (T)							
Adobe (T)	Morgan Chase (T)							
Allstate (T)	Plug (T)							
American Express (T)	NY Preferred (T)							
American Financial Group (T)	NNN Net Lease (T)							
American Tower (T)	Redwood Trust (T)							
Arch Capital (T)	IVIDA (T)							
AutoZone (T)	Newmont (T)							
Avery Dennison (T)	Williams Co. (T)							
Avient (T)	Gilead Sciences (C)							
Axsome Therapeutics (T)	Alphabet Class A (T)							
Bank of America (T)	Amazon (T)							
Berkley (WR) Corp (T)	Annaly (T)							
Blueprint Medicines (T)	Appollo (T)							
Brunswick (T)	Apple (T)							
Cadence Design Systems (T)	AT&T (T)							
Capital One Financial (T)	Bank of Hawaii (T)							
Carlyle Finance (T)	Bank of New York Preferred (T)							
Centerpoint Energy (T)	Bristol-Myers (T)							
Cisco Systems (T)	Broadcom (T)							
CMS Energy (T)	Brookfield BRP Holdings (T)							
Coca Cola (T)	Ceasars Entertainment (T)							
Cullen/Frost Bankers (T)	Capital One Financial (T)							
Deckers Outdoor (T)	Comcast (T)							
Element Solutions (T)	Dell Technologies (T)							
Eli Lilly (T)	Diamondback Energy (T)							
Exxon Mobil (T)	Discover Financial Serv (T)							
Fortinet (T)	Dollar General Corp (T)							
Hewlett Packard Enterprises (T)	Douglas Emmett (T)							
Highland Income (T)	DTE Energy (T)							

SJCERA Summary of Sources of Income on Statements of Economic Interest (Form 700) Report - June 12, 2026

Schedule A-1 Investments Stocks, Bonds, and Other Interest (Ownership Interest is Less Than 10%) \$2,000 - \$10,000	Schedule A-1 Investments Stocks, Bonds, and Other Interest (Ownership Interest is Less Than 10%) \$10,001 - \$100,000	Schedule A-1 Investments Stocks, Bonds, and Other Interest (Ownership Interest is Less Than 10%) \$100,001 - \$1,000,000	Schedule A-1 Investments Stocks, Bonds, and Other Interest (Ownership Interest is Less Than 10%) Over \$1,000,000	Schedule A-2 Investments, Income, and Assets of Business Entities/Trusts (Ownership Interest is 10% or Greater)	Schedule B Interest in Real Property (Including Rental Income)	Schedule C Income, Loans, & Property Positions (Other than Gifts and Travel Payments)	Schedule D Income - Gifts	Schedule E Income - Gifts Travel Payments, Advances, and Reimbursements
Interpublic Group of Companies (T)	Elevance Health (T)							
JPMorgan Chase (T)	Federal Agriculture Mortgage (T)							
Keurig Dr Pepper (T)	Ferguson Enterprises (T)							
Lam Research (T)	Fiserv (T)							
Lowe's (T)	Fortune Brands Innovations (T)							
LPL Financial (T)	Gabelli Equity Trust (T)							
McDonald's (T)	Gaming & Leisure Properties (T)							
Mondelez International (T)	Genuine Parts (T)							
Morgan Stanley (T)	Ingredion (T)							
Morgan Stanley Pfd (T)	Interactive Brokers Group (T)							
Nextera Energy Capital (T)	IQVIA Holdings (T)							
NextEra Energy Inc (T)	iShares S&P 100 (T)							
Northern Trust (T)	iShares Short Treasury Bond (T)							
Parker Hannifin (T)	JPMorgan Chase Preferred (T)							
PartnerRe (T)	KKR Group Fin Co (T)							
Prudential Financial (T)	Kroger (T)							
Regeneron Pharmaceuticals (T)	Loomis Sayles (T)							
RTX Corp (T)	Marisco Global Fund (T)							
Salesforce.com Inc. (T)	Merck & Co (T)							
ServiceNow (T)	Meta Platforms (T)							
Southern Company (T)	MetLife (T)							
Stryker Corp (T)	Microchip Technology (T)							
The Walt Disney (T)	Microsoft (T)							
Thermo Fisher Scientific (T)	National Rural Utilities (T)							
T-Mobile (T)	Northfolk Southern (T)							
Uber Technologies (T)	Nuveen Floating Rate Income (T)							
United HealthGroup (T)	NVIDIA Corp (T)							
Vertiv Holdings (T)	PayPal Holdings (T)							
Visa (T)	Phillip Morris (T)							
Zoetis (T)	PIMCO Income Fund (T)							
	PPG Industries (T)							
	Public Storage (T)							
	Renaissancere Holdings (T)							
	Restaurant Brands International (T)							
	RiverNorth/DoubleLine (T)							
	Schlumberger (T)							
	Schwab US Large-Cap Growth (T)							
	T.Rowe Price Capital Appreciation (T)							
	Thornburg Investment Income (T)							
	Truist Financial (T)							
	US Bancorp (T)							
	Vail Resorts (T)							
	Wells Fargo (T)							

TRUSTEES (T)

Jason Whelen
 Sonny Dhaliwal
 Michael Duffy
 Sam Kaisch
 Phonxay Keokham
 Ray McCray
 Stephan Moore
 Emily Nicholas
 Michael Restuccia
 James Weydert

STAFF (S)

Adnan Khan
 Brian McKelvey
 Renee Ostrander
 Aaron Zaheen

CONSULTANTS (C)

David Sancewich
 Graham Schmidt

Highlight indicates financial interest that may require recusal of trustee with respect to that source of income, based on currently known information and current financial interests of SJCERA. (See, e.g., FPPC Informal Advice File No. I-17-093; see also Cal. Gov. Code Section 1090 et seq.) Notations are for informational purposes only and are subject to change, depending on changes in the financial interests of SJCERA and/or its Form 700 filers. The notations, as well as other comments in this summary, are not intended to be exhaustive or legally binding.



Administrative Committee Meeting San Joaquin County Employees' Retirement Association

Agenda Item 4.0

June 12, 2026

SUBJECT: Request for Information Systems Analyst IV Position

SUBMITTED FOR: CONSENT ACTION INFORMATION

RECOMMENDATION

Staff recommends the Administrative Committee approve an additional staff position for an Information Systems Analyst IV.

PURPOSE

Staff is requesting Board approval for a Department Information Systems Analyst (DISA) IV position to address the increasing complexity, scale, and strategic importance of SJCERA's technology environment and operational initiatives. The expanded scope of enterprise technology responsibilities associated with SJCERA's modernization initiatives, increasing cybersecurity technical expertise, and the need for permanent and sustainable organizational capacity rather than reliance on temporary above-class assignments.

DISCUSSION

Existing Operational Needs Already Exceed the Analyst II Classification

SJCERA's operational technology needs already exceed the experience and education of the Department Information Systems Analyst II classification. In January 2026, SJCERA reached out to County HR to help us identify and bridge the gap between our existing DISA II classification and our increasingly complex technological expertise needed. The analysis revealed the need for staff to independently perform duties consistent with the Department Information Systems Analyst IV level, including enterprise systems analysis and design, complex infrastructure administration, advanced troubleshooting, security oversight, systems integration, and technical leadership responsibilities. SJCERA specifically requires that these responsibilities "substantially exceed the journey-level scope" of the Analyst II classification and align with the Analyst IV level.

This is significant because it demonstrates that both SJCERA and County HR have identified the need for higher-level technical expertise not anticipated at some future date, it already exists today as part of our daily technology operations. In February 2026, SJCERA and County HR approved a current Work Above Class arrangement for Lolo Garza, our Department Information Systems Analyst II.

SJCERA's Technology Environment Has Become Significantly More Complex

Over the past several years, SJCERA's technology environment has evolved substantially in both scale and complexity. The department has recently completed a major migration from Apple Macintosh systems to Microsoft Windows infrastructure and is currently engaged in modernization efforts involving the Pension Administration System, cloud-hosted infrastructure planning, enterprise data migration and validation, cybersecurity improvements, and numerous concurrent technology initiatives.

These projects require a much higher level of technical expertise than traditional desktop support or routine systems maintenance. They involve enterprise systems architecture, infrastructure administration, security management, integration across multiple platforms, and long-term strategic planning. The County's official Departmental Information Systems Analyst IV classification specifically identifies these types of responsibilities as core functions of the position, including advanced systems analysis, network administration, database support, security analysis, and project leadership.

As SJCERA continues modernizing its systems and technology infrastructure, the need for advanced in-house technical expertise will continue to grow rather than diminish.

Current Management Resources Are Focused on Enterprise Oversight and Governance

The Information Systems Manager is currently fully engaged in overseeing major enterprise initiatives, including pension administration system implementation, vendor coordination, data migration governance, enterprise risk management, strategic planning, and oversight of multiple concurrent technology projects.

Because of these responsibilities, management cannot sustainably absorb highly advanced day-to-day technical administration duties without creating operational risk or delays to existing projects and strategic action items. The department requires both strategic leadership and dedicated senior-level technical expertise. Delegating advanced technical responsibilities to a permanent senior technical position allows management to remain focused on organizational oversight, project governance, and long-term planning while ensuring operational continuity and technical stability.

A permanent Information Systems Analyst IV position would establish the appropriate organizational structure necessary to support both operational and strategic technology responsibilities.

Requested Position Aligns Directly with the County's Established IS Analyst IV Classification

The requested position is fully consistent with the County's established Department Information Systems Analyst IV classification. The County class specification defines the Analyst IV role as a highly advanced professional-level position responsible for complex systems analysis, systems design and development, infrastructure administration, security analysis, database administration, project leadership, and technical coordination across multiple technologies.

The duties currently being performed at SJCERA mirror these classification standards. This strong alignment demonstrates that the requested position is not creating a new or unnecessary role, but rather appropriately classifying and supporting work that already exists and is operationally required within the organization.

Temporary Above-Class Assignments Are Not a Sustainable Long-Term Solution

The temporary work above class assignment was implemented to address immediate operational needs; however, the request itself acknowledges that these advanced responsibilities are ongoing in nature and expected to continue expanding as SJCERA's technology environment evolves.

While temporary above-class assignments can be effective short-term solutions, they are not intended to serve as permanent staffing models for mission-critical organizational functions. Long-term reliance on temporary assignments can create operational instability, unclear role expectations, and increased retention risk for highly skilled technical staff.

Establishing a permanent Information Systems Analyst IV position provides organizational stability, clear accountability, succession planning opportunities, and sustainable support for SJCERA's technology infrastructure and modernization initiatives. It also ensures that compensation and

classification appropriately align with the level of responsibility and technical expertise required of the position.

The Position Supports SJCERA’s Fiduciary and Operational Responsibilities

SJCERA’s information systems directly support pension administration, financial operations, member services, regulatory compliance, cybersecurity protections, and the safeguarding of confidential member and financial data.

As cybersecurity threats, compliance requirements, and operational dependencies continue to increase across public agencies, maintaining advanced internal technical expertise becomes essential to protecting organizational continuity and ensuring secure and reliable operations. The requested position strengthens SJCERA’s ability to responsibly manage its technology environment while supporting the organization’s broader fiduciary responsibilities to its members and stakeholders.

As technology operations continue to expand in complexity and importance, investing in the appropriate level of technical staffing is necessary to support organizational stability, operational continuity, and long-term system modernization.

The requested Information Systems Analyst IV position is intended to formally establish and permanently support a level of advanced technical work that already exists within the organization and is expected to continue growing as SJCERA modernizes its systems and infrastructure.

Approval of this position will help reduce operational and cybersecurity risk, improve organizational resiliency, support continuity of mission-critical services, align staffing with actual operational responsibilities, and ensure SJCERA maintains the advanced technical expertise necessary to fulfill its fiduciary and operational obligations effectively.

ATTACHMENTS

Information Systems Analyst IV Job Description
SJCERA 2026 Staff Position Summary



Brian P. McKelvey
Assistant Chief Executive Officer

Close

Print



Information Systems Analyst IV (#RI1004)

\$56.79-\$69.03 Hourly / \$9,844.35-\$11,965.87 Monthly / \$118,132.24-\$143,590.47 Yearly



[Notify Me when a Job Opens for the above position\(s\).](#)

DEFINITION

Under direction, performs highly advanced professional computer and related systems support work within the Information Systems Division; provides highly advanced support to one or more departments with very complex computer systems and programs; may perform database administration duties; and performs other work as required in accordance with Rule 3, Section 3 of the Civil Service Rules.

CLASS CHARACTERISTICS

This is the highly advanced journey level class in the Information Systems Analyst series. Incumbents perform work of a professional nature, utilizing skills that require an understanding of very complex analytical procedures and processes while working with a very high level of independent authority and judgment. As assigned, some positions may exercise direct, functional or technical supervision over lower level staff; however, these supervisory duties are ancillary in nature and are not considered to be the primary purpose of the class. The program assignment will determine the emphasis of an incumbent's duties as described below.

This class is distinguished from the Information Systems Analyst III by the fact that incumbents assume responsibility for providing highly advanced systems analysis, design and development support to one or more departments with highly complex systems and programs, or serve as systems database administrators. Employees at this level may also be assigned to serve as a project lead on components of systems development projects and may provide lead direction and training to assigned project staff.

This class is distinguished from the Information Systems Analyst V in that the latter serves as the highest level within the series, and assumes responsibility for coordinating a major functional/operational program area within the County's most complex and strategic systems, network and database areas of operation.

TYPICAL DUTIES

- Provides highly advanced professional level support to one or more departments with highly complex systems and programs; areas of responsibility include the analysis, evaluation, design, development and testing of these strategic systems, networks, programs and applications across multiple platforms and technologies; serves as database administrator on assigned systems.
- Designs and develops current or new systems for large and complex systems; analyzes user operations and business requirements to design and develop technology solution; reviews, evaluates and recommends current and third party systems and applications; creates or oversees

the development of data flow diagrams and other systems documentation to develop program specifications; designs optimum system configurations; develops and implements testing plan; ensures system quality assurance; determines whether new program meets the client's business and technology requirements and adjusts as required.

- Provides highly complex support in planning, developing, integrating, testing and evaluating the County's local and wide area networks; determines network system requirements; studies the integrity and security of data to establish system configuration; monitors systems to control and support network traffic; devises and implements strategies for connection of other systems through the use of routers, bridges and gateways.
- Participates in the evaluation of network protocols, hardware and software to determine their applicability to County network needs; evaluates new applications to determine integration with current systems and applications.
- Investigates, analyzes and resolves network-related problems; resolve compatibility problems across systems and networks; troubleshoots complex network failures, router problems and telecommunications problems; recommends and implements changes and improvements.
- Analyzes network security and performance issues; identifies potential security and utilization or performance issues; designs strategies and recommendations to improve security and network performance.
- Performs database analysis, administration and maintenance duties; provides support to information technology staff in planning, designing and implementing databases; designs and modifies database structure, tables, files, views, and indexes; manages and maintains database and file space allocation; develops methodologies to export data from mainframe environment to other platforms; plans future storage requirements.
- Ensures database availability to system users; provides and controls user access; maintains database security to ensure data integrity; monitors users to ensure compliance with operational and security procedures; monitors database performance; makes database tuning changes as required; makes recommendations on enhancements to optimize resources; conducts and maintains database systems back ups to ensure timely recovery of data; develops alternative strategies for data recovery.
- As assigned, serves as project leader on components of information systems projects; analyzes client information system needs; recommends solutions and appropriate technology to meet client needs; designs project and resource plans and schedules; develops proposals using cost/benefit analyses; coordinates the installation and evaluation of proposed hardware and software to ensure compatibility with existing systems; coordinates programming activities; controls, monitors and reports budget expenditures; directs members of the project team; provides written reports and presentations on project status.
- Performs technical writing duties in the development and production of complex system documentation, instructional and procedural manuals; identifies training issues and coordinates training sessions for client users on assigned systems or applications; develops training schedule;

- designs training manuals; conducts training sessions; trains assigned project staff in their areas of work including structured programming and development methods, procedures and techniques.
- Attends and participates in professional group meetings; stay abreast of new trends and innovations in the field of information technology.
 - May exercise direct or technical and functional supervision over lower level staff; assists in selecting, training, motivating and evaluating assigned staff; provides or coordinates staff training; works with employees to correct deficiencies.

MINIMUM QUALIFICATIONS

EITHER PATTERN I

Experience: One year as an Information Systems Analyst III in San Joaquin County.

OR PATTERN II

Education: Graduation from an accredited four-year college or university with a major in computer science, information systems, mathematics, business administration or a related field

Experience: Three years of increasingly responsible professional, analytical computer and related systems work in an information systems environment.

Substitution # 1: Possession of an approved information systems technology certificate, or completion of an approved information systems training course may substitute for all or part of the above required education. A list of approved certificates and/or courses shall be maintained within the Human Resources Department.

Substitution # 2: Additional qualifying experience may substitute for the above required education on a year-for-year basis to a maximum of two years.

KNOWLEDGE

Operations, services and activities of a comprehensive information systems program across multiple operating platforms; advanced principles and practices of system design, development, analysis, testing and security administration; methods and techniques of evaluating complex systems and business requirements and developing information systems solutions; advanced programming languages, methods and techniques including integrated database management applications; operations, services and activities of local and wide area network design, development and administration; local and wide area network protocols; methods and techniques of resolving complex network system compatibility and integration issues; principles, practices, methods and techniques of supporting a comprehensive database design, management and administration program; operational characteristics of a variety of database systems, tools and utilities; principles and practices of quality assurance, data security, integrity, backup and recovery processes in assigned systems area; principles of lead supervision and training; principles and practices of project leadership; pertinent Federal, State and local codes, laws and regulations.

ABILITY

Analyze department operations, procedures and data to recommend, design and develop logical solutions to complex systems problems; perform highly complex systems and applications programming and analysis duties; recommend and implement quality assurance and security procedures for assigned systems; provide advanced level technical systems support by identifying and resolving problems for highly complex systems and applications; provide complex support in the design, configuration, implementation and testing of wide area network operating systems, hardware and software; analyze and troubleshoot complex local and wide area network operating, hardware and software system problems; perform database administration and maintenance functions; evaluate and make recommendations to accommodate future data storage needs; develop and modify database models based on County information technology needs; prepare clear and concise technical reports and documentation; as

assigned, lead, direct and review the work of project staff; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL/MENTAL REQUIREMENTS

Mobility – Frequent use of keyboards; frequent sitting, standing or walking for long periods; occasional pushing/pulling, bending, squatting and crawling; driving. Lifting – frequently 5-30 pounds; occasionally 70 pounds or less. Vision – constant use of good overall vision; frequent reading/close-up work; occasional color, depth and peripheral vision. Dexterity – frequent repetitive motion; frequent writing; frequent grasping, holding, reaching. Hearing/Talking – frequent talking/hearing in person and on the telephone. Emotional/Psychological – frequent decision making and concentration; frequent public contact; occasional working alone, working nights and traveling. Environmental – frequent exposure to noise.

San Joaquin County complies with the Americans with Disabilities Act and, upon request, will consider reasonable accommodations to enable individuals with disabilities to perform essential job functions.

CLASS: RI1004; **EST:** 10/11/2000; **REV:** 10/13/2021;

San Joaquin County
WORKING ABOVE CLASS PAY REQUEST FORM FY 2025-2026

To approve above classification requests in accordance with County Policy and adopted MOU's, this form is to be completed prior to making above classification appointments. Following completion, submit to the Human Resources Division for review and approval.

Submittal Date	01/08/26
Proposed Effective Date of Assignment*	01/

Department	Retirement	Budget Unit #	4998000000
Contact Name	Brian McKlvey	Phone #	209-468-2160

1. Type of above classification pay request:

- 5% above classification pay
 - Pay Always (Code A24)
 - Pay Only When Worked/As-Needed (Code A4A)

OR

- Working in a specific classification*
**Employee must meet established minimum qualifications and will be performing the full scope of duties associated with above class work*
Identify Specific Classification: RI1104 – Dept IS Analyst IV
 - Pay Always (Code A88)
 - Pay Only When Worked/As-Needed (Code A4B)

2. Name, Emp ID, and classification title of employee selected to fill the above class assignment

Employee Name:	Empl ID	Classification
Lolo Garza	168128	Dept IS Analyst II

3. Reason For Above Class Pay Request. Please check one of the boxes below and explain in the space provided.

- Extended Absence of a Regular Employee

Employee ID:	Classification

- Vacancy due to termination or resignation

Employee ID:	Classification

- Other, please explain

Based on the recent complete technology stack migration from Apple McIntosh to Microsoft Windows, Mr. Garza will be performing duties that substantially exceed the journey-level scope of that classification and align with the **Department Information Systems Analyst IV** level. Mr. Garza will be independently performing highly advanced professional work involving the analysis, design, implementation, and support of complex, department-wide systems and infrastructure across multiple platforms and is responsible for the safeguarding of these systems. These responsibilities include serving as a highest-level technical resource, resolving highly complex

system, cybersecurity, and network issues, and performing advanced database administration and system planning functions consistent with the Analyst IV classification.

The nature of this work requires a high degree of independent judgment, technical expertise, and responsibility for strategic systems that impact departmental operations. Rather than providing routine system support or maintenance characteristic of the Analyst II classification, the employee's assignments daily involve system architecture, long-term planning, advanced troubleshooting, and technical leadership. Based on the complexity, scope, and level of accountability of the work performed, approval of a **Work Above Class assignment to Department Information Systems Analyst IV** is appropriate and justified.

In addition to our current technical infrastructure, SJCERA is embarking on modernizing our Pension Administration System and this project will migrate the solution to a cloud hosting infrastructure. Mr. Garza will be responsible for the administration, monitoring, improving and the security of that new Pension Administration System.

Mr. Garza has worked with SJCERA since 07/06/2020 and is the most familiar with our technological infrastructure. He is a mission critical technical resource to SJCERA in maintaining and improving the technology that safeguards member data and fund assets of over \$5.2B.

4a. What is the anticipated duration of the Above Class Assignment? (cannot exceed current fiscal year ending June 14, 2026): June 14, 2026

4b. Is this an extension for a previously approved WAC? Yes No

5. What selection method was used to determine the above classification appointment?

Analysis of Mr. Garza's existing classification, analysis of the Dept. Info Systems Analyst IV classification and ensuring that Mr. Garza meets or exceeds the minimum qualifications, as well as verifying Mr. Garza will be performing those duties once approved.

6. Explain why the added tasks cannot be performed within the existing job classification or assigned to a higher-level classification.

SJCERA's next higher classification is the **Department Information Systems Manager**. The **Department Information Systems Manager** is currently fully engaged in leading the implementation of a new pension administration system, including system configuration oversight, vendor coordination, data migration planning and validation, and enterprise-level risk management. In addition, the manager is responsible for overseeing more than a dozen concurrent technology-impacted initiatives across the organization, each requiring managerial-level decision-making, stakeholder coordination, and alignment with organizational priorities. These responsibilities necessitate sustained strategic focus and managerial oversight and do not allow for the assumption of highly advanced, hands-on technical duties without creating operational risk.

As a result, the advanced systems design, complex troubleshooting, database administration, and technical leadership functions required to support day-to-day departmental operations have appropriately been delegated to a senior technical role. The assignment of these duties to the employee supports continuity of operations, mitigates project and operational risk, and ensures critical systems remain stable and secure during a period of significant organizational change. This operational necessity further supports the request for a **Work Above Class assignment to Department Information Systems Analyst IV**.

7. Please list the specific above class work assignments to be performed, and the reason for the added job tasks that qualifies this position as an above classification assignment.

1. **Department-Wide Systems Architecture and Design** - Serve as the highest-level technical resource for the analysis, design, and implementation of complex, department-wide information

systems across multiple platforms, including evaluation of system architecture, integration strategies, and long-term scalability considerations.

2. **Advanced Database Administration and Data Integrity Oversight** - Perform advanced database design, administration, performance tuning, security management, and backup and recovery planning for mission-critical systems, including oversight of data integrity and availability during system changes and migrations.
3. **Highly Complex Systems and Network Troubleshooting** - Independently investigate, analyze, and resolve highly complex systems, network, and compatibility issues affecting multiple applications or environments, including root-cause analysis and implementation of long-term corrective solutions.
4. **Technical Leadership for Strategic Technology Initiatives** - Provide technical leadership for major technology initiatives, including evaluation of new technologies, development of implementation strategies, coordination of system changes, and ensuring compatibility with existing infrastructure.
5. **Project-Level Technical Oversight and Coordination** - Serve as technical lead on complex systems projects, coordinating technical tasks, timelines, and dependencies, and providing expert guidance to internal staff and vendors to ensure successful implementation.
6. **Development of Complex Technical Documentation and Standards** - Develop and maintain advanced technical documentation, system architecture diagrams, operational standards, and procedural guidelines to support enterprise-level systems and ensure consistency and sustainability.
7. **Advanced Security, Performance, and Risk Analysis** - Analyze system security and performance at an enterprise level, identify vulnerabilities or performance risks, and design and implement strategies to mitigate risk and optimize system reliability.

Reason the Added Duties Qualify as an Above-Class Assignment

The above assignments exceed the journey-level scope of the Department Information Systems Analyst II classification, which is primarily focused on system maintenance, routine programming, and operational support. The listed duties require **advanced analytical judgment, independent authority, and responsibility for complex, department-wide systems** that align with the highest technical level of the analyst series.

These assignments are necessary due to the department's current operational demands, including the implementation of a new pension administration system, large-scale data migration efforts, and numerous concurrent technology-impacted projects. With management resources focused on enterprise oversight and project governance, the delegation of these highly advanced technical responsibilities is essential to maintain system stability, mitigate operational risk, and ensure continuity of critical services. As such, the scope, complexity, and sustained nature of the work clearly support designation as a **Work Above Class assignment at the Department Information Systems Analyst IV level.**

8. Through the budget process or otherwise, have you submitted a request to Administration for an additional position to accommodate the performance of the higher-level tasks? If yes, please explain the status of your request at this time.

SJCERA, with an independent governing body and budget, we do not follow the County's budget process or utilize County funds to pay salaries and benefits. SJCERA, in anticipation of this request the team added budgetary impact to salaries and benefits which was presented and approved by the SJCERA Board of Retirement in December 2025.

9. Do you anticipate a request within the next 6 months to review this position? If yes, please explain why.

We will be submitting a request to reclassify the current Department Information Systems Analyst II position to the Department Information Systems IV classification based on these and other future technological staffing requirements.

Note: All above classification requests must be submitted to the Director of Human Resources at least 7-10 working days prior to making an above classification appointment. If you have not received approval from Human Resources, you are not authorized to begin the assignment.

Department Approval:  (Signature of Appointing Authority)	Date: 01/08/2026
---	------------------

For County Human Resources Only:

Name:	Classification: Meets In-Class MQ:	Approved by:
Date Received: Extension Request:	Reviewed by Analyst: Reviewed by Supervisor/Principal:	
Comments/Concerns:		

INSTRUCTIONS FOR COMPLETING THE "PAY FOR WORKING ABOVE CLASS" REQUEST FORM:

Prior to assigning duties to an employee that may result in "working above class" pay, departments should consult with Human Resources to determine if the duties assigned are within the scope of the employee's current classification. In many cases, the additional duties will not warrant out of class supplemental pay.

If, after consulting with Human Resources, the proposed duties may be considered to be outside the scope of the employee's current classification, complete the Request for Pay for Working Above Class form and forward it to the Human Resources Director. The form can be completed and forwarded to the Human Resources Director by email or a hard copy may be produced and submitted to Human Resources. Email is the preferred method of delivery. Allow 7-10 business days for the evaluation and approval process.

The Request for Pay for Working Above Class will be reviewed and approved by the Human Resources Director. Human Resources will notify the department of the final decision regarding the working above class request.

Pay for Working Above Class Requests shall have a start date and a termination date. Generally assignments are not approved for more than 120 days but in all cases, approval will not exceed the end of the fiscal year. **Requests submitted with a retroactive start date will be rejected and returned to the department.** Departments are responsible to submit the appropriate paperwork to remove the working above class supplemental pay code from the employee's payroll documents at the end of the approval period. Requests to extend the working above class assignment must be submitted prior to the end of the approval period on the same Pay for Working Above Class Request form. All working above class assignments will terminate at the end of the fiscal year unless the department has resubmitted the request form to the Human Resources Director as part of the annual budget process.

HR FORM: WAC
 Created: 3/31/03
 Revised: 1/13/2025
 Reviewed: xx/xx/xx

STAFF POSITION OVERVIEW

The 2026 Budgeted FTE count was 21 positions. This request increases the budgeted FTE Count to 22 positions.

Note: the FTEs related to pension administration is 21.25. The 0.75 FTE supports and is reimbursed through the Retiree Health Administration for San Joaquin County.

2025 ACTUALS AND BUDGET COMPARED TO 2026 PROPOSED BUDGET				
Positions	2025 Budget	2025 Actual	2026 Budget	2026 Allocated
Chief Executive Officer	1	1	1	1
Asst. Chief Executive Officer	1	1	1	1
Chief Counsel	1	1	1	1
Retirement Investment Officer	1	1	1	1
Departmental Info System Manager	1	1	1	1
Retirement Financial Officer	1	1	1	1
Management Analyst III	1	1	1	1
Retirement Benefits Manager	1	1	1	1
Retirement Benefits Supervisor	0	0	0	0
Investment Accountant	1	2	2	2
Retirement Services Officer	1	1	1	2
Retirement Services Associate	1	1	1	2
Retirement Services/Technician	4	4	4	5
Information Systems Analyst II	1	1	1	1
Information Systems Specialist II	1	1	1	1
Accounting Technician I/II	1	1	1	1
Administrative Secretary	1	0	0	0
Communications Officer	1	1	1	1
Jr. Admin Asst.	0	0	0	0
Executive Secretary	0	1	1	1
Senior/Office Assistant	0	0	0	1
Information Systems Analyst IV	0	0	1	1
TOTAL Positions	20	21	22	26