

Solicitation 2P200903

Web Portal

State of California

Bid 2P200903 Web Portal

Bid Number	2P200903
Bid Title	Web Portal
Bid Start Date	Jan 6, 2010 12:44:06 PM PST
Bid End Date	Jan 28, 2010 2:00:00 PM PST
Question & Answer End Date	Jan 13, 2010 10:00:00 AM PST
Bid Contact	Dora Chandler 916-414-4880 dchandler@calstrs.com

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The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

CalSTRS would like to develop a "YourPlan.info portal" that will contain a mix of content that is standard across all school districts and content that may be customized for each individual school district that will allow districts to integrate the supplemental retirement programs they offer into a one-stop shop portal for employees. The website is not exclusively for CalSTRS supplemental retirement plans, however each district will be responsible for providing their "specific" plan information to CalSTRS for inclusion in the website.

CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM



Request for Proposal 2P200903

WEB PORTAL

Submission of Written Questions: January 13, 2010, 10:00 a.m., PST

Final File Date: January 28, 2010, 2:00 p.m., PST

CalSTRS Contract Services
Dora Chandler, Contract Administrator
100 Waterfront Place, MS-30
West Sacramento, CA 95605
Phone: (916) 414-4880
Fax: (916) 414-4888
E-mail address: contractservices@calstrs.com

January 6, 2010



REQUEST FOR PROPOSAL
Notice to Prospective Proposers

January 6, 2010

You are invited to review and respond to the California State Teachers' Retirement System (CalSTRS), Request for Proposal (RFP), entitled Web Portal, RFP Number 2P200903. In submitting your proposal, you must comply with the instructions found herein.

The proposals must be received in the office of CalSTRS no later than January 28, 2010, by 2:00 p.m., Pacific Standard Time (PST). Proposals received after the specified date and time will be rejected.

Proposers requiring clarification of the intent and content of this RFP, or on the competitive proposal process, may request clarification only by submitting written questions to:

Dora Chandler, Contract Administrator
California State Teachers' Retirement System
100 Waterfront Place
West Sacramento, CA 95605-2807
(916) 414-4880
FAX: (916) 414-4888
E-mail: contractservices@calstrs.com

To ensure a response, questions must be received by January 13, 2010, by 10:00 a.m., PST. Questions received by this date will be answered in writing via an Addendum and sent to all RFP recipients, without identifying the source of the query. Please see Section D, Proposal Requirements and Information, Subsection 2, entitled Submission of Written Questions, for additional information.

Any attempt by a Proposer to initiate contact with any member of the Teachers' Retirement Board and/or CalSTRS' staff, other than the Contract Services staff, regarding this RFP process may disqualify the Proposer from further consideration.

Please note that no *verbal* information given will be binding upon the California State Teachers' Retirement System unless such information is issued in writing as an official addendum.

Chris Ford
Chief Executive Officer

Attachments

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A. INTRODUCTION

The primary responsibility of CalSTRS is to provide retirement related benefits and services to teachers in public schools and community colleges. Currently, CalSTRS serves the needs of more than 833,000 members.

Employees of California public schools, from pre-Kindergarten through community colleges, have a variety of options available of them to supplement their retirement savings through their employer. Generally, employees may direct that a portion of their earnings be invested in retirement plan authorized by Section 403(b) and/or 457 of the Internal Revenue Code. The California Insurance Code provides for a wide variety of options to school employees to invest in different 403(b) plans. As a result of recent changes in federal regulations, it has become more common for school employers to hire third parties to administer the compliance of their 403(b) plans. School employers may also select one or more vendors to administer their 457 plans.

The objective of the web portal is to provide school employees access to a web portal that integrates each districts supplemental retirement programs (457 and 403(b) plans) into one easy-to-navigate website.

Although the 403bcompare.com website is maintained and operated by CalSTRS staff, the web site is not part of the scope of this web portal. However, a link to 403bCompare information must be included.

B. BACKGROUND

CalSTRS would like to develop a “YourPlan.info portal” that will contain a mix of content that is standard across all school districts and content that may be customized for each individual school district that will allow districts to integrate the supplemental retirement programs they offer into a one-stop shop portal for employees. The website is not exclusively for CalSTRS supplemental retirement plans, however each district will be responsible for providing their “specific” plan information to CalSTRS for inclusion in the website.

CalSTRS intends to award a contract to one (1) firm able to incorporate these programs into a web portal for greater integration and easier use. For the purposes of this search, the Proposer will work with CalSTRS staff to develop and maintain the web portal for continued use.

Ownership of all solution artifacts must transfer to CalSTRS when implemented into the production environment, unencumbered by any license, royalty, or non-disclosure agreement and CalSTRS shall have complete control over how and where artifacts are used.

CalSTRS shall own all of the source code, HTML, graphics, data, content, databases, and other items associated with the online solution.

The successful Proposer may be awarded a contract for up to five (5) years. It is incumbent upon Proposers to fully understand the scope of work as described in Exhibit A, Scope of Services.

C. MINIMUM QUALIFICATIONS FOR THE PROPOSER

A bidding firm must meet all of the following minimum qualifications to CalSTRS' satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications will result in the immediate rejection of the bid.

1. As of January 28, 2010, the proposing firm must have at least three (3) years of experience in developing web-based applications and providing application maintenance, support and enhancement services for web-based applications.
2. As of January 28, 2010, the firm must be a legal business entity for at least three (3) years and licensed to do business as evidenced by submission of the Business Licenses for the last three (3) years.

D. PROPOSAL REQUIREMENTS AND INFORMATION1. Time Schedule

CalSTRS will use its best efforts to adhere to the time schedule. However, CalSTRS reserves the right to amend the time schedule, as it deems necessary.

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Available to Prospective Proposers	January 6, 2010	
Written Question Submittal Deadline	January 13, 2010	10:00 a.m. PST
Final Date for Proposal Submission	January 28, 2010	2:00 p.m. PST
Prequalification Evaluation	Beginning January 29, 2010	
Technical Proposal Evaluation	TBD	
Finalists Interviews	TBD	
Notice of Intent to Award	TBD	
Contract Award Date	TBD	

2. Submission of Written Questions

Questions Proposers may have regarding the information presented in this RFP must be received by CalSTRS' Contract Office in writing via United States mail, e-mail at contractservices@calstrs.com, or facsimile transmission at (916) 414-4888, no later than January 13, 2010, at 10:00 a.m., PST. To ensure questions have been received, please call Dora Chandler at (916) 414-4880. CalSTRS will answer all questions received by this date in writing without divulging the source of the query. Copies of all questions and CalSTRS' responses will be sent to all parties via an Addendum who requested the RFP and will also be available on the Internet at <http://www.eprocure.dgs.ca.gov/default.htm>.

3. Minimum Qualifications Certification

The Proposer must complete Attachment 2, Minimum Qualifications Certification, certifying that the Proposer satisfies all minimum qualifications and requirements. Failure to certify satisfactorily may result in the immediate rejection of the proposal.

4. Cost Proposal

Proposers must submit their costs in the format prescribed in Attachment 4, Cost Proposal. Any deviation from the prescribed format, which in the opinion of CalSTRS is material, will result in the rejection of the proposal. The proposed cost shall include all expenses for providing to CalSTRS the services as described in this RFP, and shall be guaranteed for the term of the contract. Once the contractor is selected, the cost may be further refined depending on factors which may affect the proposed cost. In no case, will the refined cost be higher than the cost contained in the proposal.

5. Proposal Requirements

Proposers are expected to provide CalSTRS with as much information necessary in their proposals for CalSTRS to award the service agreement. At a minimum, proposals must be fully responsive to the specific requirements stated in this RFP.

To be eligible for evaluation, a proposal must adhere to the format set forth below: failure to do so may result in disqualification. Please label and separate each section to allow for ease of review by the team of reviewers.

The content and sequence of the proposal will be as follows:

<u>Section</u>	<u>Title</u>
a.	Cover Letter
b.	Table of Contents
c.	Executive Summary
d.	Required Attachments
e.	Proposal Questionnaire

a. Cover Letter

The cover letter, which shall be a part of the proposal package, must be signed by the individual(s) authorized to bind the Proposer contractually. An unsigned cover letter may cause the proposal to be rejected. The letter must also contain the following:

1. Name of proposing organization.
2. Organizational structure of proposing organization (e.g., corporation, partnership, etc.).
3. The Federal Employer Identification Number and Corporate Identification Number for proposing organization, as applicable.
4. Address, telephone number, and facsimile number.
5. Name, title, telephone number, and email address of the representative who is authorized to bind the organization in contract.
6. Name, title, telephone number, and email address of the Primary liaison.
7. A statement to the effect that the proposal is a firm and irrevocable offer good for one (1) year.
8. A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables as described in this RFP.
9. Should the proposing organization's proposal contain proprietary information, a statement to that effect must be included in the cover letter.

b. Table of Contents

Immediately following the cover letter, there must be a comprehensive Table of Contents of the material included in the proposal. The Table of Contents must clearly identify the proposal section/subsections and the applicable page numbers.

c. Executive Summary

This section must state an introduction page that exemplifies the commitment of the Proposer to provide CalSTRS the central web portal for its supplemental savings plan programs, as described in Exhibit A, Scope of Services.

d. Required Attachments

Proposer shall include all documents identified in Required Attachments Check List, Attachment 1. Proposals not including the proper "required attachments" for each proposal shall be deemed non-responsive. A non-responsive proposal is one that does not meet mandatory submittal requirements.

e. Proposal Questionnaire

The Proposal Questionnaire, Attachment 3, is intended to provide CalSTRS with specific information concerning the organization's capability to provide services as described in this RFP. Please limit your response to this questionnaire to essential information and type each question in the same number order as in the questionnaire.

6. Submission of Proposal

- a. Submit two (2) hard copies and 3 CD's of your proposal in a sealed package. One (1) hard copy must contain original signatures, be labeled "Master Copy", and placed in a loose-leaf, three-ringed binder, which displays the Proposer's name on the outside front cover and the spine. (Do not submit the Master Copy with spiral binding.)
- b. All proposals must be delivered to the California State Teachers' Retirement System by January 28, 2010, 2:00 p.m., PST. Proposals received after this date and time will not be considered. Proposals must be delivered to the following address:

California State Teachers' Retirement System
100 Waterfront Place
West Sacramento, CA 95605-2807

- c. The sealed proposal envelopes must be plainly marked with the RFP number and title, your organization name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP NUMBER 2P200903
WEB PORTAL
California State Teachers' Retirement System
Dora Pascual, Contract Administrator
100 Waterfront Place, MS 30
West Sacramento, CA 95605-2807
MAIL ROOM - DO NOT OPEN

- d. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- e. A proposal may be rejected if it is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. CalSTRS may reject any or all proposals and may waive any immaterial deviation in a proposal. CalSTRS' waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
- f. Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibilities of the Proposer and shall not be charged to CalSTRS.
- g. A Proposer may modify a proposal, after its submission, by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline date. Proposal modifications offered in any other manner, oral or written, will not be considered.
- h. A Proposer may withdraw its proposal by submitting a written withdrawal request to CalSTRS, signed by the Proposer or an agent authorized, through the contact person named in Section c, above. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- i. CalSTRS may modify the RFP prior to the date fixed for submission of proposals by issuing an addendum to all parties that received a proposal package.
- j. CalSTRS reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, CalSTRS is not required to award an agreement.
- k. Proposers are cautioned to not rely on CalSTRS during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- l. Proposers may submit only one (1) proposal. More than one (1) proposal from an individual, organization, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one (1) proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason for believing that collusion exists among the Proposers, none of the participants of such collusion will be considered in this or future procurements.
- m. A joint proposal, where two (2) or more entities submit one (1) proposal, may be submitted where each participating Proposer must sign the joint proposal. If a contract is awarded to joint Proposers, it shall be one (1) indivisible contract.
- n. If awarded a contract, each joint Proposer will be jointly responsible for the performance of the entire contract. The joint Proposers must designate, in writing, one (1) individual who will have the authority to represent them in all matters pertaining to the contract. CalSTRS assumes no responsibility or obligation for distribution of payment between the joint Proposers. CalSTRS will not make payments to either party for duplicative administrative fees, nor reimburse any costs associated with the bifurcation of the services to be provided.

7. Evaluation Process

- a. The proposal must be organized to correspond with all requirements and formats set forth in this RFP. The proposal should be clear, concise and must be complete. All information must be contained in the proposal. No assumptions will be made by CalSTRS regarding the intentions of the Proposer in submitting the proposal. Written proposals must be bound and organized in a manner to facilitate ease of review by evaluators. All sections will be used in the evaluation. Proposers not providing all requested information may be rejected.
- b. All proposals submitted will be evaluated for form and content in accordance with the provisions stated in the final solicitation document. Clarifications may be requested from the Proposer at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.
- c. Proposals and any subsequent presentations should be submitted with the most favorable terms the Proposer can offer. If CalSTRS is unable to execute an Agreement with the apparent successful competitor, CalSTRS reserves the right to award the Agreement to the next highest evaluated responsive and responsible Proposer whose proposal conforms to the requirements of this solicitation document.
- d. The purpose of the proposal evaluation process is two-fold: 1) to assess the responses for compliance with the minimum qualifications, content and format requirements; and 2) to identify the Proposers that have the highest probability of satisfactorily performing the services as described herein. The evaluation process will be conducted in a comprehensive and impartial manner as set forth herein:
 - 1) Prequalification Evaluation
 - a) Each proposal package will be dated and the end time will be recorded when received.
 - b) Each proposal package will be inspected to ascertain that it is properly sealed and labeled. Proposals not passing this inspection may not be accepted.
 - c) All proposals will remain sealed and in a secured area until opening, at which time all proposals will be opened together. Contents of all proposals may be considered public information when a Notice of Intent to Award is posted.
 - d) All proposals will be reviewed to determine if they satisfy the minimum qualifications specified in Section C, Minimum Qualifications for the Proposer, and contain the required submittals specified in Section D, Subsection 5, Proposal Requirements.
 - e) All proposals that pass the prequalification evaluation will be assessed by a panel of CalSTRS staff appointed by the CalSTRS' Chief Executive Officer or designee.

2) Technical Proposal Evaluation

All proposals that pass the prequalification evaluation will be assessed by a panel of CalSTRS staff selected by CalSTRS' Chief Executive Officer or designee. The panel will evaluate and rate proposals for form and content according to the provisions stated in this RFP based on the categories enumerated in the Proposal, Cost, and Finalist Evaluation Summary, Exhibit I.

a) Proposal Questionnaire

The Proposal Questionnaire, Attachment 3, is intended to provide CalSTRS with specific information concerning the organization's capability to provide services as described in this RFP. Please limit your response to this questionnaire to essential information and type each question in the same number order as in the questionnaire. The Proposal Questionnaire will have a maximum score of 185 points, as identified on the Proposal, Cost, and Finalist Evaluation Summary, Exhibit H.

b) Cost Proposal

Points for costs will be computed for all proposals that obtain a minimum of 130 points on the Proposal Questionnaire as identified on Exhibit H, Proposal, Cost and Finalist Evaluation Summary. Other proposals will be rated proportionally as follows:

$$\frac{\text{Lowest Cost}}{\text{Proposer's Cost}} \times \text{Maximum Number of Points} = \text{Proposer's Score}$$

c) Finalist Interview/ Presentation

Up to three (3) of the highest scoring Proposers passing the Technical Proposal Evaluation may be invited to an in-person interview and will be asked to provide a demonstration of no longer than forty-five (45) minutes in duration at CalSTRS in West Sacramento, California. The interview and demonstration will be scored by a team of evaluators, as identified on the Proposal, Cost and Finalist Evaluation Summary, Exhibit H.

The Finalist Interview/Presentation will have a maximum score of 200 points and will be added to the Technical Proposal Evaluation and Cost points. A Finalist that fails the Interview/Presentation may, at CalSTRS' sole discretion, be disqualified from further consideration.

8. Award and Protest

- a. If at anytime during or at the conclusion of this RFP process CalSTRS determines that, in its opinion, the results of this process are unsatisfactory, CalSTRS reserves the right to discontinue this process and decline to award a contract. If a contract award is made, the contract award will be made to the Proposer having the highest evaluation score, but may be subject to final negotiations, and satisfaction of all requirements including the DVBE contract participation requirements for this RFP.

- b. All Proposers will be notified of the outcome of the RFP. Notice of the selected contractor will be on CalSTRS' website at www.calstrs.com. News releases pertaining to the award resulting from this RFP shall not be made without prior written approval by CalSTRS' Chief Executive Officer or his designee.
- c. Any Proposer may file a protest against the awarding of the contract. The protest must be filed during the five (5) business days that the Notice of Intent to Award is posted. Within five (5) days after filing the protest, the protesting Proposer shall file with CalSTRS a full and complete written statement specifying the grounds for the protest. Protests are limited to the following grounds:
 - 1) CalSTRS failed to substantially adhere to any specified procedures as set out in the RFP.
 - 2) CalSTRS failed to apply correctly the standards for reviewing the format requirements or failed to evaluate the proposals as specified in the RFP.
 - 3) CalSTRS failed to follow evaluation and rating methods as specified in the RFP.
 - 4) CalSTRS proposes to award a contract to other than the Proposer receiving the highest rating(s) and satisfactorily meeting all requirements of the final contract negotiations.
 - 5) CalSTRS used a method other than that set out in the RFP to determine contract award.
- d. Protests shall be made in writing and delivered to:

Contract Services
California State Teachers' Retirement System
100 Waterfront Place, MS 30
West Sacramento, CA 95605-2807

Once a protest has been filed, the contract may not be awarded until either the protest is withdrawn or CalSTRS has decided the matter. Following the receipt of a protest, the CalSTRS Legal Office will either decide the matter or refer it to a committee appointed by the Teachers' Retirement Board for resolution. The decision by the Legal Office or the committee shall be final. Notification of the decision will be sent to the protesting Proposer within thirty (30) days after a decision has been reached.

9. Disposition of Proposals

Proposals that contain proprietary information should have a statement to that effect included in the cover letter with a list of all so designated pages following the cover letter. (Please label "Proprietary Information" in the upper right hand corner of any pages so designated.) CalSTRS will use reasonable efforts to exempt such pages or items from public disclosure except to the extent provided in any resulting contract or the extent required by law. CalSTRS makes no representations or warranties that such efforts will be successful. Please note that the entire proposal cannot be considered proprietary. Proposal packages may be returned only at the Proposer's expense.

10. Standard Conditions of Service

- a. All performance under the agreement shall be completed on or before the termination date of the Agreement.

- b. CalSTRS considers the Proposer to be in agreement with all Sample/Agreement General Terms and Conditions, Exhibit B, unless otherwise identified on Attachment 5, Conformance with Sample Contract Requirements. The absence of specific issues identified on Attachment 5, will constitute agreement with all remaining Contract Terms and Conditions.
- c. No oral understanding or agreement shall be binding on either party.

11. Darfur Contracting Act

Pursuant to the Darfur Contracting Act of 2008 (Act), "scrutinized companies" are ineligible to submit a proposal for a contract with a state agency. As such, the proposer must complete the Darfur Contracting Act, Attachment 8, either (1) substantiating that certification is not required or (2) certifying that the proposer is not a scrutinized company, as defined by the Act. Proposals submitted without a completed Darfur Contracting Act, Attachment 8 will be deemed ineligible.

12. Disabled Veteran Business Enterprise (DVBE) Program Requirements

The California Public Contract Code (PCC) Section 10115 et seq. requires a participation goal of three (3%) percent DVBE for contracts awarded by CalSTRS. This goal applies to the total contract dollars expended by CalSTRS annually.

The Teachers' Retirement Board has adopted a policy that directs staff to encourage, promote, and facilitate the fullest possible participation by Disabled Veteran Business Enterprise (DVBE) in contracts awarded by CalSTRS. In accordance with this policy, CalSTRS encourages its contractors to seek opportunities, to do business with DVBE firms.

Proposers may submit both Exhibit C, Disabled Veteran Business Enterprise Program Requirements, demonstrating the 3% participation and Exhibit D, Disabled Veteran Business Enterprise Incentive Information and Declaration Form to receive ten (10) incentive points added to their score as identified on Exhibit H, Proposal, Cost and Finalist Evaluation Summary.

13. Proposer's Authorized/Key Personnel

- a) Exhibit E, Proposer's Authorized/Key Personnel, names certain members (authorized/key individuals who perform services under this agreement) of Contractor's staff who will exercise a significant role under this Agreement. These personnel shall be hereafter referred to (both individually and collectively) as "Authorized/Key Personnel".
- b) Contractor shall not substitute, replace or reassign Authorized/Key Personnel without CalSTRS' prior approval. However, with CalSTRS' prior approval, the parties may agree in writing to a change in these Authorized/Key Personnel, which writing shall become a part of this Agreement.
- c) This Agreement may be terminated immediately, in CalSTRS' sole discretion and upon written notice from CalSTRS to Contractor, because of any change in or departure of Contractor's Authorized/Key Personnel.

14. Disclosure of Campaign Contributions, Disclosure and Limits on Charitable Contributions, and Gifts

a) Policy

Section 600 H of the Teachers Retirement Board Policy Manual set forth policies requiring entities engaging in business with CalSTRS to disclose campaign contributions in excess of \$250, prohibits providing charitable contributions in excess of \$250, and gifts in excess of \$390, as well as requiring the periodic disclosure of campaign contributions, charitable contributions, and gifts. A copy of the current policy is attached as Exhibit F.

b) Application of Policy to Contractor

This policy applies to all Contractors having a business relationship or seeking a business relationship with CalSTRS or to any business relationship that is considered by the Teachers Retirement Board in a closed session meeting.

c) Disclosure of Campaign Contributions

Contractor and each of its Authorized/Key Personnel, Exhibit E shall disclose campaign contributions, as defined by the Political Reform Act, valued in excess of \$250, made to or on behalf of any existing Teachers Retirement Board member, candidates for Board member, Controller, Treasurer, and Superintendent of Public Instruction, and to any CalSTRS officer or employee.

d) Charitable Contributions

1) Limit on Charitable Contributions

Contractor and each of its Authorized/Key Personnel shall not provide any charitable contribution, as defined by the Political Reform Act, in excess of \$250, individually or in the aggregate in any calendar year, directly to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

2) Disclosure of Charitable Contributions

Contractor and each of its Authorized/Key Personnel shall disclose charitable contribution, as defined by the Political Reform Act, valued in excess of \$50, made to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

e) Gifts

1) Limit on Gifts

Contractor and each of its Authorized/Key Personnel shall not provide any gifts, as defined by the Political Reform Act, in excess of \$390, individually or in the aggregate in any calendar year, to any Teachers Retirement Board member, or CalSTRS officer or employee.

2) Disclosure of Gifts

Contractor and each of its Authorized/Key Personnel shall disclose gifts, as defined by the Political Reform Act, valued in excess of \$50, made to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

f) Submission of Disclosures

Contractor and each of its Authorized/Key Personnel shall, with the offering of this contract for execution and annually thereafter, submit disclosures of contributions and gifts described in this section on a form prescribed by CalSTRS. The current disclosure form required to be submitted with the signing of the contract is attached as Exhibit G. Annual disclosures shall be due by April 1st of each year and forms will be provided to Contractor and its personnel by CalSTRS.

g) Violation of Policy by Contractor

Violations of any of the provisions of this section may, at the discretion of CalSTRS, subject the Contractor to disqualification from doing future or additional business with CalSTRS for a period of two (2) years.

h) Changes in Laws or Policy

CalSTRS reserves the right to amend, upon prior written notice, the above provisions to conform with any subsequent amendments to the political reform laws and CalSTRS policies. Contractor shall have the right to terminate the Contract upon thirty (30) days written notice should it deem any such amendment unacceptable.

15. CalSTRS Information Security Policy

It is the policy of the California State Teachers Retirement System (CalSTRS) that prudent measures must be used by all CalSTRS employees, contractors, and business partners to protect the confidentiality, integrity and availability of CalSTRS information and assets.

Information and assets are critical to the mission of CalSTRS. It is the responsibility of CalSTRS employees and contractors to abide by this Policy and the more detailed CalSTRS Information Security Policies, Standards and Guidelines. Please refer to Exhibit K.

16. Data Encryption Security Policy

It is the policy of the California State Teachers Retirement System (CalSTRS) that prudent measures must be used by all CalSTRS employees, contractors, and business partners to protect the confidentiality, integrity and availability of CalSTRS information and assets.

Confidential member or employee data sent on physical media, stored on portable devices or residing on a non-CalSTRS network must be encrypted using CalSTRS approved industry standard algorithms. Please refer to Exhibit L

17. CalSTRS Password Security Policy

It is the policy of the California State Teachers Retirement System (CalSTRS) that prudent measures must be used by all CalSTRS employees, contractors, and business partners to protect the confidentiality, integrity and availability of CalSTRS information and assets.

Password authentication must include an identification component (a.k.a. userid) and a password component. Once established, the identification component for individuals must remain unchanged and be consistent throughout every CalSTRS information system. The userid will be retained as long as need for business or legal requirements. Please refer to Exhibit M.

18. CalSTRS Style Guide

This guide is for anyone writing or editing for CalSTRS target audiences. These include California educators, members, their beneficiaries, retired members, legislators, and others interested in the many benefits and services offered through CalSTRS. While this guide focuses on external communications, the topics also apply for internal communications. Please refer to Exhibit N.

19. Addenda: Errors and Omissions

CalSTRS may modify any part of the RFP in writing by issuance of an addendum. Addenda issued prior to the final filing date for submission of proposals will be sent to all parties who were sent the RFP and also available on the Internet at <http://www.eprocure.dgs.ca.gov/default.htm>. Addenda issued after the final filing date will be sent to all responding Proposers as appropriate.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer shall immediately notify the CalSTRS Contract Office of such error in writing and request clarification or modification of the document. Such notice shall be given prior to the final filing date for submission of proposals. Modifications of the RFP by CalSTRS shall be made by addenda. Clarifications by CalSTRS shall be issued by written notice to all parties who were sent the RFP. If, prior to the final filing date for submission, a Proposer fails to notify CalSTRS of a known error, or an error that reasonably should have been known, the Proposer shall not be entitled to additional compensation or time by reason of the error or its late correction.

The provisions of any written amendment hereto or clarification hereof issued by CalSTRS pursuant to this section shall be incorporated by reference and made a part of the contract awarded as a result of this RFP.

20. Background Investigation

Selected Contractor(s) must demonstrate compliance with CalSTRS' Contractor Background Investigation Policy, Exhibit H for all contract employees that will provide services to CalSTRS under the resulting contract.

E. PREFERENCE PROGRAMS

Proposers who may have questions regarding the following bid preferences may contact the Office of Small Business and DVBE Certification at (916) 375-4940, for Small Business preference, DVBE incentive and the TACPA/EZA/LAMBRA Preference Program Group at (916) 375-4609.

1. Small Business Preference – <http://www.pd.dgs.ca.gov/smbus/sbpref.htm>
2. Disabled Veteran Business Enterprise Incentive
– <http://www.pd.dgs.ca.gov/dvbe/dvbeincentive.htm>
3. Target Area Contract Preference Act (TACPA) – <http://www.pd.dgs.ca.gov/edip/tacpa.htm>
4. Enterprise Zone Act (EZA) – <http://www.pd.dgs.ca.gov/edip/eza.htm>
5. Local Agency Military Base Recovery Area (LAMBRA) Act
– <http://www.pd.dgs.ca.gov/edip/lambra.htm>

ATTACHMENT 1

REQUIRED ATTACHMENTS

 Proposer Organization Name

For each proposal submitted, please complete this checklist confirming the items included in your proposal. Place a check mark or "X" next to each item that you are submitting to CalSTRS. For your proposal to be responsive, all required attachments must be returned, including this checklist. Submit two (2) hard copies and 3 CD's of your proposal in a sealed package. The "Master" copy must contain the original signatures of the individual who is authorized to bind the Proposer contractually.

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachments
_____ Attachment 2	Minimum Qualifications Certification
_____ Attachment 3	Proposal Questionnaire
_____ Attachment 4	Cost Proposal
_____ Attachment 5	Conformance with Sample Contract Requirements
_____ Attachment 6	Warranties Certification
_____ Attachment 7	Proposer Firm References
_____ Attachment 8	Darfur Contracting Act
<u>Exhibits</u>	<u>Exhibit Name/Description</u>
_____ Exhibit E	Proposer's Authorized/Key Personnel
_____ Exhibit G	Disclosure of Contributions and Gifts
<u>Exhibits</u>	<u>Suggested Exhibit Name/Description</u>
_____ Exhibit C	Disabled Veteran Business Enterprise Program Requirements,
	and
_____ Exhibit D	Disabled Veteran Business Enterprise Incentive Information and Declaration Form

ATTACHMENT 2

MINIMUM QUALIFICATIONS CERTIFICATION

Proposer Organization Name

The Proposer must substantiate that the firm satisfies each of the minimum qualifications, to CalSTRS' satisfaction, to be given further consideration for a contract award. The Statement must contain sufficient information as prescribed to assure CalSTRS of its accuracy. Failure to provide complete information, based on CalSTRS' sole judgment, will result in the immediate rejection of the bid.

1. As of January 28, 2010, the proposing firm has _____ year(s) experience in developing web-based applications and providing application maintenance, support and enhancement services for web-based applications.
2. As of January 28, 2010, the proposing firm has been in business for _____ year(s).
3. A copy of a current business license has been submitted. Yes/No

Name of Organization

Date

Proposer's Authorized Signature

Printed Name

ATTACHMENT 3

PROPOSAL QUESTIONNAIRE

The Proposal Questionnaire is intended to provide CalSTRS with specific information concerning the organization's capability to provide services as described in this RFP. Please limit your response to this questionnaire to essential information and type each question in the same number order as in the questionnaire.

ORGANIZATION NAME: _____

MAIN ADDRESS: _____

AUTHORIZED SIGNOR NAME: _____

Title: _____

Phone: _____ Fax: _____

E-mail address: _____

CONTACT NAME: _____

Title: _____

Phone: _____ Fax: _____

E-mail address: _____

OTHER OFFICE LOCATIONS: _____

A. Company Information

1. With regard to the service that your company is proposing, please disclose any exceptions to the specific services, terms or conditions outlined in the RFP.
2. Please indicate that you can meet the implementation timetable provided in the RFP.
3. Please specify if your company is a subsidiary or affiliate of another company. Please give full disclosure of all direct or indirect ownership and type of relationship with affiliate companies.
4. Please specify if the package of services being quoted is provided under a joint venture arrangement: If the package of services is being quoted under a joint venture arrangement, please describe the arrangement, its terms and conditions and whether your company and the other companies have been involved in similar joint ventures in the past.

ATTACHMENT 3 (cont'd)

PROPOSAL QUESTIONNAIRE

5. Please indicate whether any services will be subcontracted to another company, identify the proposed subcontract party and fully describe the background and qualifications of all companies that may provide subcontracted services. Please describe in detail the type and scope of services to be provided by the subcontract party.
6. Has your company been involved in litigation in the last five (5) years or is there any pending litigation arising out of your performance or participation or services with respect to any websites? If yes, please describe. (Exclude routine interpleader actions, garnishments and similar routine matters involving participants and beneficiaries that do not reflect on your performance.)
7. In what state is your company incorporated?
8. In the past five (5) years, has your company, or to your knowledge after due inquiry, a proposed subcontract party, been denied a license to do business? If yes, please provide the date of the denial, the license denied, the state in which the license was denied, the reason given for denial of the license, whether your company has had a bona fide change of ownership or management since your company license was denied, and whether your company has eliminated the cause for which the license was denied.
9. Please provide information for up to five (5) references that we may contact, preferably for work done in a related field, on Attachment 7, Proposer Firm References.

B. Website Content

10. Please provide a detailed outline of the content that you would include in a web portal for CalSTRS based on Exhibit A, Scope of Services. Please explain how you will go about creating the site content.
 - o Describe the project team organization;
 - o Describe what your actions will be if project deadlines are not met;
 - o Describe your customer service processes and problem escalation procedures;
 - o Identify any hardware or software in the proposed web portal solution that differs from the CalSTRS standards identified in Section E of Exhibit A, Scope of Services;
 - o If the proposed solution must be vendor hosted, describe the computing environment that will be used, including all hardware and software models/versions, and the associated system/code access, system availability, physical and information security and disaster recovery considerations.
11. Please provide screen captures for any related websites that you have created.
12. Please provide a proposed design for the web portal solution for CalSTRS.
13. Please describe any additional relevant experience.

ATTACHMENT 3 (cont'd)

PROPOSAL QUESTIONNAIRE**C. Site Maintenance and Training**

14. Please provide the Service Level Agreement and associated maintenance provisions for the web portal solution. Please detail the process for having the website updated for routine items and important time-sensitive information.
15. If the respondent is willing to provide on-site training to CalSTRS staff at least once a calendar year, the training date(s), time(s) and content would be mutually agreed upon by CalSTRS and the vendor. Please provide a proposed training approach and the associated costs for annual, on-site training, including materials and any additional per-person costs.

ATTACHMENT 4

COST PROPOSAL

 Proposer Organization Name

The proposed cost shall include all costs and expenses for providing to CalSTRS the services as described in this RFP, and shall be guaranteed for the term of the contract. Once the contractor is selected, the cost may be further refined depending on factors which may affect the proposed cost. In no case, will the refined cost be higher than the cost contained in the proposal.

A. Year One

Initial Development Cost The initial development cost must include all development and costs for the first year.	\$
Base Portal Cost The base cost must include custom database-driven elements to accommodate the multiple districts that will be served by this portal.	\$
Cost per Supplemental Savings Plan vendor/provider	\$
Cost per school district	\$
Training The training costs must include costs for annual, on-site training, materials and any additional per-person costs.	\$
Ongoing Maintenance/Support Cost The ongoing maintenance and support costs must include costs for content and format changes. If there is a per-change cost, please indicate the estimated number of changes associated with this cost.	\$
Provide hourly rate/cost for Change Requests	
Sub-total	\$

B. Year Two

Base Portal Cost The base cost must include custom database-driven elements to accommodate the multiple districts that will be served by this portal.	\$
Cost per vendor	\$
Cost per school district	\$
Training The training costs must include costs for annual, on-site training, materials and any additional per-person costs.	\$
Ongoing Maintenance/Support Cost	\$
Provide hourly rate/cost for Change Requests	\$
Sub-total	\$

ATTACHMENT 4 (Cont'd.)

COST PROPOSAL**C. Year Three**

Base Portal Cost The base cost must include custom database-driven elements to accommodate the multiple districts that will be served by this portal.	\$
Cost per vendor	\$
Cost per school district	\$
Training The training costs must include costs for annual, on-site training, materials and any additional per-person costs.	\$
Ongoing Maintenance/Support Cost	\$
Provide hourly rate/cost for Change Requests	\$
Sub-total	\$

D. Year Four (optional)

Base Portal Cost The base cost must include custom database-driven elements to accommodate the multiple districts that will be served by this portal.	\$
Cost per vendor	\$
Cost per school district	\$
Training The training costs must include costs for annual, on-site training, materials and any additional per-person costs.	\$
Ongoing Maintenance/Support Cost	\$
Provide hourly rate/cost for Change Request	\$
Sub-total	\$

E. Year Five (optional)

Base Portal Cost The base cost must include custom database-driven elements to accommodate the multiple districts that will be served by this portal.	\$
Cost per vendor	\$
Cost per school district	\$
Training The training costs must include costs for annual, on-site training, materials and any additional per-person costs.	\$
Ongoing Maintenance/Support Cost	\$
Provide hourly rate/cost for Change Requests	\$
Sub-total	\$

ATTACHMENT 4 (Cont'd.)

COST PROPOSAL**F. Other unanticipated costs must specify:**

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Grand Total (A+B+C+D+E+F) \$ _____

Are you claiming preference as a small business? Yes ___ No ___

Are you claiming the DVBE incentive? Yes ___ No ___

Are you claiming TACPA preferences? Yes ___ No ___

Are you claiming EZA preferences? Yes ___ No ___

Are you claiming LAMBRA preferences? Yes ___ No ___

Name of Organization

Date

Proposer's Authorized Signature

Printed Name

ATTACHMENT 5

CONFORMANCE WITH SAMPLE CONTRACT REQUIREMENTS

Proposer Organization Name

CalSTRS considers the Proposer to be in agreement with all Sample Agreement/General Terms and Conditions, Exhibit B, unless otherwise identified herein. The absence of specific issues identified in the table below will constitute agreement with all remaining Sample Contract Terms and Conditions.

<i>Item #</i>	<i>Contract Section</i>	<i>Comment</i>

Name of Organization

Date

Proposer's Authorized Signature

Printed Name

ATTACHMENT 6

WARRANTIES CERTIFICATION

Proposer Organization Name

The signature affixed hereon and dated certifies that the Proposer agrees to the incorporation of the following warranties in any contract awarded pursuant to this RFP:

1. Proposer warrants that it maintains errors and omissions insurance providing a prudent amount of coverage for negligent acts or omissions and that such coverage is applicable to Contractor's actions under the Contract.
2. Proposer warrants that it maintains or shall cause to be maintained as "All Risk Coverage" for property damage and business interruption (including computers and their peripheral equipment) subject to policy terms and conditions.
3. Proposer warrants that it has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by a government or a governmental authority for acts contemplated by the Contract.
4. Proposer warrants that its firm and its employees shall not disclose any information made available to the firm by the CalSTRS for the purpose of providing services under the contract.
5. Proposer warrants that all materials provided by CalSTRS and that all copies or derivations of said materials, will be returned to CalSTRS or will be physically and/or electronically destroyed upon request by CalSTRS.
6. Proposer warrants that it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written approval from CalSTRS to do so.
7. Proposer agrees to promptly notify CalSTRS of any changes in Proposer's compliance with the warranties stated herein and agrees to restore the warranties as required by CalSTRS, in the event of a lapse. In the absence of a notice to CalSTRS to the contrary, CalSTRS has the right to rely on the on-going effectiveness of each warranty contained herein.
8. If applicable, further and other warranties will be determined at the time of execution of the contract agreed upon by both the Proposer and CalSTRS.

Name of Organization

Date

Proposer's Authorized Signature

Printed Name

ATTACHMENT 7

PROPOSER FIRM REFERENCES

Proposer Firm Name

List below five (5) client references, for which your firm has provided similar services as described in Exhibit A, Scope of Services.

Failure to complete and return this Attachment will cause your proposal to be rejected.**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service			
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service			
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service			
Brief Description of Service Provided			

ATTACHMENT 7 (Cont'd)

PROPOSER FIRM REFERENCES**REFERENCE 4**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service			
Brief Description of Service Provided			

REFERENCE 5

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service			
Brief Description of Service Provided			

If five (5) references cannot be provided, explain why: Use additional sheets, if needed.

ATTACHMENT 8

DARFUR CONTRACTING ACT

 Proposer Firm Name

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently has or within the previous three years had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have and have not, within the previous three (3)
Initials years, had business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section
Initials 10476, but we have received written permission from the Department of
General Services (DGS) to submit a bid or proposal pursuant to Public
Contract Code section 10477(b). A copy of the written permission from DGS is
included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company as defined in
below Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

SCOPE OF SERVICES

A. Overview

The objective of the web portal is to integrate supplemental retirement programs (457 and 403(b) plans) into one easy-to-navigate website for school district employees. The web portal should include information for each district's existing Compliance and Administration program as well as supplemental savings plans offered by the District. There should be no login required to access any public portion of the web portal.

Every school and Community College district in the State of California will be included in the web portal. The 403bCompare.com web site maintained by CalSTRS staff is not part of the scope of this web portal, however, a link to 403bCompare information must be included in the Web Portal.

The Final web portal design must be approved by CalSTRS.

B. General Responsibilities

The general responsibilities identified in this section are applicable throughout the entire Web Portal Project.

1. Submittals
 - a. The selected firm will provide all Submittals in a timely manner and as specified;
 - b. Provide monthly written status reports to staff;
 - c. Report details of project progress and describe any incidents or special activities.
2. Web Portal Project Schedule
 - a. Develop a project schedule for CalSTRS staff review and approval;
 - b. Provide updates to the project schedule, as needed, to CalSTRS staff.
3. Problem Identification and Resolution
 - a. Work with CalSTRS staff to develop a problem identification and resolution process for CalSTRS review and approval that will be used for any issues;
 - b. Facilitate this process throughout the Web Portal Project.
4. Reviews and Approvals
 - a. Work with CalSTRS staff to develop a review and approval process for all submittals;

- b. Facilitate this process throughout the Web Portal Project.

C. Web Content Requirements

The site will provide general information about various Defined Contribution Plans. The general information will initially be available to members and non-members alike with no login required. Although no login feature is required initially, the Web Portal should have the ability to add this feature in the future.

1. Other General Information

- a. Education-related material, such as a glossary of frequently-used terms or FAQ's about the site or CalSTRS programs and Federal/State Laws governing each plan;
- b. Information about CalSTRS programs including but not limited to the CalSTRS Defined Benefit (DB) and the Defined Benefit Supplement (DBS) program as well as information regarding how a supplemental retirement plan helps complement the DB plan for both CalSTRS and CalPERS members;
- c. Comparison chart of various Defined Contribution Plans, to help the member choose which plan best suits their needs;
- d. As-needed news updates regarding 403(b) and 457 plans or relevant industry news on opening page;
- e. Maximum yearly deferral limits for each plan;
- f. Helpful links to sites like CalSTRS.com, CalPERS.ca.gov ,403bWise.com, 403bCompare.com;
- g. Library of several online supplemental retirement plan calculators to help the member gauge where they are and where they want to be in terms of their savings; Section devoted to downloadable education material, such as a video player for informative videos and window for which to view webinars, PowerPoint presentations and other retirement related newsletters;
- h. List of Registered Investment Advisors if such a program is created by CalSTRS in the future;
- i. Forum section or Live Chat application to help answer questions one-on-one online;
- j. Forms/documents section, linking all district-specific documentation, like Salary Reduction Agreements or Maximum Allowable Contribution forms;
- k. List of the participating school district's payroll cut-off dates, requiring frequent updates;
- l. Workshop section where members can view and if available, enroll in workshops regarding supplemental retirement plans at school sites;
- m. List of approved 403(b) vendors. (Include date of last update)

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Web Portal

Exhibit A

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- n. Link to 403(b) or 457 enrollment site, via the provider;
- o. Link to 403(b) Compliance TPA website for online Salary Reduction Agreement (if applicable to school district);
- p. Help section, which recognizes keywords or phrases.
- q. Other information deemed relevant by proposer.

2. School District Pages

- a. Employees will be able to access a customized page designed for their particular school district depending upon the information provided to CalSTRS by each district or their designated vendor.
- b. All content provided will be reviewed and approved by CalSTRS staff.

3. Vendor/Provider Pages

- a. Vendor/providers (upon approval by CalSTRS) may have a customized page with information on their organization and offerings;
- b. If a click-thru to the vendor website(s) is included, there should be the ability to assess a per-click charge to the vendor.

D. Functional Requirements

1. Mobile Technology Devices

- a. CalSTRS would like the selected firm to provide the ability for members of applicable school districts to browse the web portal via mobile technology devices, such as smart phones; and to provide ongoing support for new and emerging technologies;
- b. If this function (ability to browse website from cell phone or other electronic devise) is not currently available, provide anticipated availability and or plans to develop or provide this function via a sub-contractor;
- c. This is an important feature and the estimated cost to provide this capability should be included in the cost of this proposal.

2. Web Portal Self-Financing

- a. The selected firm is expected to assist CalSTRS in development of a creative way to finance the site after an initial investment from CalSTRS, whether it be through click-thru links, advertisements or selling upgraded listings to Registered Investment Advisors or other vendors;
- b. Any financing options must be pre-approved by CalSTRS.

3. Compliance to CalSTRS Policies and Guidelines

- a. The web portal must adhere to the guidelines of Exhibit O, CalSTRS Style Guide in form and color, as designed by the CalSTRS Communications team;
- b. In addition, the web portal must adhere to the CalSTRS standards for information security (Exhibits L, M and N) and CalSTRS Web Guidelines.

E. Technical Requirements

Proposals must include how the vendor will build a web portal for CalSTRS, including detailed information on the various technologies, languages, standards, and approaches that they would use to develop and support the solution, associated architecture diagram(s), information and physical security and disaster recovery considerations.

1. CalSTRS-Hosted Solution

- a. CalSTRS prefers the online solution to be hosted in the CalSTRS computing environment;
- b. CalSTRS current related technology standards are:
 - i) VSphere for virtual server environments;
 - ii) Windows 2003 Enterprise SP2 and above;
 - iii) MS SQL Enterprise Edition 2005;
 - iv) Tivoli and Commvault for internal server backup;
 - v) .NET for web application development;
 - vi) Citrix for remote access (requires approval of CalSTRS Information Security Officer).
- c. The proposer must specify the hardware and software requirements for the proposed solution and the estimated number and type (i.e., business, web, network, etc.) of CalSTRS resources needed to develop, implement and support the proposed solution;
- d. Requirements should be included for:
 - i) Server specifications for initial solution needs and growth for both test and production environments;
 - ii) Anticipated bandwidth/network load to and from the Internet from the proposed solution;
 - iii) Type of remote access for website maintenance;
 - iv) Disaster recovery strategy.
- e. Any vendor services performed on-site at CalSTRS must occur during regular business hours, Monday through Friday, excluding holidays and furlough days.

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Web Portal

Exhibit A

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2. Vendor-Hosted Solution

- a. If the web portal is to be hosted off-site, then the vendor must:
 - i) Provide and maintain hosting environment for application;
 - ii) Manage and support any required or requested patches and upgrades;
 - iii) Adhere to site availability and incident resolution timeframes defined in the Service Level Agreement;
 - iv) Document regular maintenance “windows” requiring down time;
 - v) Document retention period and any capacity or space limitations.

3. Accessibility

- a. The vendor selected must develop the web portal in compliance with accessibility guidelines specified in the Americans with Disabilities Act, Section 508;
- b. The vendor selected must develop the web portal consistent with the W3C Web Content and Accessibility Guidelines – Level A Compliant;
- c. Web portal accessibility and functionality must be tested from multiple browser types in addition to various mobile technologies.

4. Additional Requirements

- a. Proposals should include detailed information on the system development lifecycle artifacts to be produced and the content of these artifacts;
- b. Proposals must include the strategy, procedures and resources (CalSTRS and vendor) to be used in all testing and post-implementation maintenance and support;
- c. Proposals must include a training plan for site administrators and users;
- d. Proposals must include processes, procedures and reporting for performance metrics (e.g., site usage, web page hits, etc.) and user experience feedback;

5. Solution Ownership

- a. Ownership of all solution artifacts must transfer to CalSTRS when implemented into the production environment, unencumbered by any license, royalty, or non-disclosure agreement, and CalSTRS shall have complete control over how and where artifacts are used;
- b. CalSTRS shall own all of the source code, HTML, graphics, data, content, databases, and other items associated with the online solution.

F. Security Requirements

The online solution and associated application(s) must adhere to CalSTRS security policies and standards (Exhibit L, CalSTRS Information Security Policy). While some or all of the security requirements may not be applicable, they are included to ensure compliance in the event they become applicable in the course of the project.

1. Encryption of Confidential Information
 - a. Encryption for Data Transmissions (Exhibit M, CalSTRS Data Encryption Policy)
 - i) Data may be encrypted with the following encryption algorithms:
 - a) 3DES, Blowfish, RSA, IDEA, and AES.
 - ii) Symmetric encryption keys must be 256 bits or higher;
 - iii) Asymmetric encryption keys must be 3072 bits or higher;
 - iv) Elliptic Curve Cryptography encryption may be used with asymmetric keys at least 256 bits in length.
 - b. Encryption for Data at Rest (Exhibit M, CalSTRS Data Encryption Policy)
 - i) Data may be encrypted with the following encryption algorithms:
 - a) 3DES, Blowfish, RSA, IDEA, and AES.
 - ii) Symmetric encryption keys must be 256 bits or higher;
 - iii) Asymmetric encryption keys must be 3072 bits or higher;
 - iv) Elliptic Curve Cryptography encryption may be used with asymmetric keys at least 256 bits in length.
2. Password Strength (Exhibit N, CalSTRS Password Security Policy) if required
 - a. Must consist of alphanumeric characters (to include at least one number, one upper case letter, and one lower case letter);
 - b. Must be a minimum of eight (8) characters in length (no spaces);
 - c. Must never be used in scripts or macros;
 - d. Account locked out after five (5) unsuccessful login attempts;
 - e. May not be the same as the identification component (userid);
 - f. Must be changed by the user at the next logon whenever it is reset;
 - g. Guest accounts or accounts with empty passwords may never be used;
 - h. The use of built-in password enforcement mechanisms must be utilized to ensure that passwords conform to the password policy;
 - i. Distribution of initial passwords must use methods that ensure only the intended authorized individuals receive the password;
 - i) Telephone – once the recipient has had their identity verified by an authorized account administrator;
 - ii) Postal service - independent from any identification component (userid) or password protected media;

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- iii) Email - independent from any identification component (userid) or password protected media;

3. Audit Logging

- a. An audit record must be kept of every log in and log off of the hosted system. The audit record must include the date and time (hour, minutes, and seconds) of the log in/log off, name of the end user, and the event type (i.e., successful logon);
- b. An audit record must be kept of every unsuccessful log in attempt to the hosted system. The audit record must include the date and time (hour, minutes, and seconds) of the unsuccessful log in, name of the end user, and the event type;
- c. An audit record must be kept of every time an end user's account is disabled by the hosted system. The audit record must include the date and time (hour, minutes, second), name of the end user, and the event type;
- d. An audit record must be kept of every transaction that adds, deletes or modifies CalSTRS information. The audit record must include the date and time (hour, minutes, seconds), name of the end user, the type of action taken (add, change, delete), and what was added, changed or deleted;
- e. An audit record must be kept of every attempt to access information that the end user is not authorized to access. The audit record must include the date and time (hour, minutes, seconds), name of the end user, what the end user attempted to access, and the event type;
- f. An audit record must be kept for each and every activity, successful or failed, within the hosted system by trusted users/administrators. The audit record must include the date and time (hour, minutes, seconds), name of the trusted user/administrator, the activity attempted/performed by the trusted user/administrator, and the event type;

4. Data Backup

- a. If the proposer plans to host the web portal, CalSTRS data must be backed up regularly. All backup media must be encrypted to protect said data in the event the media is lost or stolen;
- b. CalSTRS data, stored to backup media, must be protected in the case of natural or man-made disaster. It is necessary to utilize an off-site storage location to assure a minimum of data loss if the primary site is lost to disaster or other major event;

5. Data Retention

- a. Performance Appraisals: All data must be kept for 5 years, accessible online, with an acceptable solution for archival once this time period is met;

- i) Ability to flag specific records for longer retention as an exception;
 - b. Training Records: All data must be kept for 3 years, accessible online, with an acceptable solution for archival once this time period is met;
- 6. Other Detailed Security Requirements
 - a. CalSTRS data and structure is not visible to other Vendor customers and meets CalSTRS/State/Federal Privacy Act and information security requirements;
 - b. CalSTRS data and structure is not available to use in Vendor 'general' literature and benchmarking;
 - c. User security is defined and maintained by a CalSTRS resource.

G. Administration, Maintenance and Support Requirements

The selected firm is expected to administer and update the web portal routinely (e.g., monthly, quarterly) and when requested by and with assistance from the staff. The proposal must include one-time and ongoing costs for administration, maintenance and support of the web portal. Service level agreements and standard maintenance provisions must be provided.

- 1. Obtain a working knowledge of California Law and literacy terms with respect to supplemental savings plans to ensure the accuracy of the web content;
- 2. Review and validate the business requirements for the web portal solution;
- 3. Research and validate copy rights of all material posted to the web portal;
- 4. Develop and provide a web site map showing the hierarchy of information for each tab or section of the portal;
- 5. Work with and obtain approval from CalSTRS staff on the web portal "look and feel";
- 6. Work with and obtain approval from CalSTRS staff on the web portal technical design;
- 7. Provide vendor's process for addressing customer service inquiries from CalSTRS staff, CalSTRS members, school districts and vendors/providers;
- 8. Provide vendor's Service Level Agreement(s) for web portal administration, maintenance and support services, including provisions for incident response, change requests, site availability, regular maintenance "windows", minimum server requirements, redundancy and recovery. CalSTRS may request modifications to the vendor's standard service levels to ensure CalSTRS business and customer needs are met;
- 9. Provide vendor's Information Security Policies and Procedures for ensuring the confidentiality, integrity and availability of CalSTRS, school district and member data, as applicable;
- 10. Provide defined maintenance activities required for the web portal and associated costs identified as inclusive or "extra".

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California State Teachers' Retirement System (CalSTRS)

CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work	X page(s)
Exhibit B - Budget	X page
Exhibit C - Teachers Retirement Board Policy Manual Section 600H	3 pages
Exhibit D - Disclosure of Contributions and Gifts	2 pages
Exhibit E - Authorized/Key Personnel	1 page
Exhibit F - CalSTRS' Contractor Background Investigation Policy	3 pages
Exhibit G - Certification of Contractor's Employee Background Investigation Form	1 page
Exhibit H - Personal History Statement	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR**CONTRACTOR'S NAME *(if other than an individual state whether a corporation partnership*BY *(Authorized Signature)*DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California State Teachers' Retirement System (CalSTRS)

BY *(Authorized Signature)*DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Christine Ford, Chief Financial Officer

ADDRESS

100 Waterfront Place
West Sacramento, CA 95605-2807**California State Teachers'
Retirement Use Only****APPROVED AS TO FORM****CalSTRS LEGAL COUNSEL**☐ Exempt

A. INTRODUCTION

The California State Teachers' Retirement System (CalSTRS) and Contractor Name (Contractor) enter into this agreement to provide (Briefly describe history and/or services to be provided. If applicable include Attachment/Exhibit.)

B. AGREEMENT LIAISONS**1. Contractor**

- a) Contractor liaison for services shall be Name, Title, Telephone number, E-mail address.
- b) Correspondence may be addressed to mail address.

2. CalSTRS

- a) CalSTRS liaison for services shall be Name, Title, Telephone number, E-mail address and Mail Stop ##.
- b) Contract Services, Name, Title, Telephone number, E-mail address and Mail Stop 30, for questions related to the agreement.
- c) Support Accounting, Name, Title, (916) 414-4376, E-mail address and Mail Stop 29, for questions related to invoices/payments.
- d) Correspondence may be addressed to the California State Teachers' Retirement System, 100 Waterfront Place, Mail Stop (number above), West Sacramento, CA 95605-2807 or PO Box 15275, Sacramento, CA 95851-0275.
- e) Any notices to be given shall be in writing and served to CalSTRS either personally or delivered by mail to the address listed above, including:

Branch Name
Name, Deputy Chief Executive Officer
Mail Stop ##

C. TERM

The term of this Agreement shall be from (start date) or upon final signature of both parties, whichever occurs later, through (end date).

D. FEES

The total amount of this Agreement shall not exceed \$, unless amended in writing and signed by the CalSTRS' Accounting Officer.

Fees shall be calculated as .

E. BUDGET DETAIL AND PAYMENT PROVISIONS**1. Invoicing and Payment**

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, CalSTRS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

- b) Invoices shall be submitted in triplicate not more frequently than monthly in arrears to:

Support Accounting Office (MS 29)
California State Teachers' Retirement System
PO Box 15275
Sacramento, CA 95851-0275

- c) Invoice(s) must include: 1) CalSTRS' Agreement Number; 2) contractor's name, address and telephone number; 3) itemized description of services including detailed cost and date(s) of services; 4) fiscal year in which services were rendered; and 5) total amount of invoice.

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CalSTRS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalSTRS shall have the option to either cancel this Agreement with no liability occurring to CalSTRS, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Unanticipated Tasks

- a) In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
- b) For each item of unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared in accordance with the sample attached as Exhibit A.
- c) It is understood and agreed by both parties to this Contract that all of the terms and

conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.

- d. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.
- e. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and the State.
- f. The State has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to Section K, Termination.
- g. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - 1) If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - (a) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
 - (b) Terminate the Work Authorization, or
 - (c) Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.

F. GENERAL TERMS AND CONDITIONS

1. Timeliness

Time is of the essence in this Agreement.

2. Approval

This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until approval has been obtained.

3. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

4. Taxes

Unless otherwise required by law, CalSTRS is exempt from Federal excise taxes. CalSTRS will only pay for any state or local sales or use taxes on the services rendered or goods supplied to CalSTRS pursuant to this Agreement.

5. Severability

Should any provision(s) of this agreement be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligations arising in such provision(s); the balance of this agreement, if capable of performance shall remain and continue in full force and effect.

6. Force Majeure

Neither party shall be liable to the other for delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." Such causes may include, but are not restricted to, Acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Nondiscrimination

During the performance of this Agreement, contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (40 or over), marital status, and use of family and medical care leave pursuant to federal law. Contractors and subcontractors, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

8. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the CalSTRS in the form of a formal written agreement.

9. Disputes

Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and CalSTRS employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, CalSTRS shall provide a forum for the discussion of the disputed item(s), at which time a third party, mutually agreed upon by the parties to this Agreement, shall be requested to assist in the resolution of the dispute. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction.

CalSTRS and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.

10. Confidentiality

Contractor, in course of its duties, may handle investment, financial, accounting statistical, personal, technical and other data and information relating to CalSTRS and its members. All such information is confidential, and, unless permitted by CalSTRS in writing, Contractor shall not disclose such information, directly or indirectly, or use it in any way, either during the term of the agreement or any time thereafter, except as required to perform its duties under this agreement. Any disclosure of information contrary to this provision shall be considered a material breach of this agreement. Contractor warrants that only those who are authorized and required to such materials will have access to them. Failure to comply with this provision will subject Contractor to liability, including all damages to CalSTRS and third parties. Contractors who may, in the course of their duties, have access to any CalSTRS information and/or assets, must individually sign a CalSTRS Information Security Confidentiality and Non-Disclosure Agreement prior to engaging work with CalSTRS.

11. Contractor Employee Relationship

Contractor understands and acknowledges that the personnel provided to CalSTRS under this agreement are the employees of Contractor or Independent Contractors who have a contractual relationship with Contractor. Contractor agrees to indemnify, defend and hold harmless CalSTRS from any and all claims made against it including, but not limited to, claims for salaries, liability for tax withholding, workers' compensation, disability or miscellaneous employment benefits, whether based on tort, contract or other theories of recovery arising out of injury, disability, or death of Contractors' employees or Independent Contractors.

Contractor shall perform a background investigation on all contract employees working for CalSTRS under this contract. Contractor's background investigation shall consist of the components prescribed in CalSTRS' Contractor Background Investigation Policy, Exhibit X. Compliance with CalSTRS' Contractor Background Investigation Policy must be affirmed with submission of Certification of Contractor's Employee Background Investigation Form, Exhibit X, for each contract employee providing services to CalSTRS under this contract. Further, all contract

employees must submit to CalSTRS the Personal History Statement, Exhibit X, identifying any relatives of the contract employee that are CalSTRS members, beneficiaries, or employees.

12. Titles/Section Headings

Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

13. Choice of Law

This Agreement shall be administered, construed, governed and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in the state or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

14. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalSTRS or the State of California.

15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Entire Agreement

This agreement contains all representations and the entire understanding between the parties with respect to the subject matter herein. If applicable, the competitive process as it may have been amended and clarified by CalSTRS prior to the award of this agreement as well as the Contractor's proposal/bid shall be considered part of this contract. However, in the event a conflict in interpretation arises, the contract document shall prevail. Any correspondence, memoranda or agreements shall be replaced in total by this agreement.

18. Compensation

The consideration to be paid Contractor, as provided herein, shall be as compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

19. Knowledge Transfer

Where appropriate, Contractor's obligations under the terms of this contract include a "knowledge transfer" to CalSTRS. "Knowledge transfer" is defined as that personal and/or technical knowledge or information which will enable, or enhance the ability of, CalSTRS staff to maintain and operate contracted-for programs, equipment and facilities.

If the Contract includes the purchase of equipment, "knowledge transfer" shall also include education and training, including all relevant documentation, to enable CalSTRS to maintain the equipment based on Contractor's methodology. The Contractor agrees that CalSTRS may reproduce such documentation for its own use in maintaining the equipment.

Any additional training or instruction necessary to realize the "knowledge transfer" shall be provided at no additional cost to CalSTRS.

20. Intellectual Property:

Contractor expressly acknowledges and agrees that all discoveries, inventions, processes, designs, plans, works of authorship, and trade secrets, whether of a technical nature or not, made or developed by Contractor alone or in conjunction with any other person or entity while accomplishing the Agreement ("Intellectual Property"), shall be the sole and exclusive property of CalSTRS and CalSTRS may use or reuse the Intellectual Property, in whole or in part, in all media, whether now or later existing, throughout the universe in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding the Intellectual Property, concurrent with the discovery or development of the Intellectual Property. If the Intellectual Property or the results and proceeds thereof constitute "works of authorship" within the scope of U.S. Copyright Law, the foregoing shall be deemed "works made for hire" and CalSTRS shall be considered the sole author and owner of all rights comprised in the copyright and/or patent thereof and shall have the exclusive right to seek patent and/or copyright protection in CalSTRS name. In the event that any Intellectual Property does not constitute "works made for hire," Contractor hereby assigns all rights thereto exclusively to CalSTRS for any and all purposes of CalSTRS. At all times during its term and after the termination of the Agreement, Contractor shall assist CalSTRS in obtaining and maintaining, for CalSTRS' benefit protection of the Intellectual Property and Contractor shall execute and cause its subcontractors to execute such further instruments as CalSTRS may reasonably require as evidence of ownership of such rights. Contractor agrees that he/she will not use or disclose any Intellectual Property owned by CalSTRS without the express written permission of CalSTRS.

G. AFFIRMATIVE COVENANTS

1. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

2. Reports and/or Meetings

- a) Contractor shall provide oral or written progress reports as requested by CalSTRS to determine if Contractor is performing to expectations or is on schedule, to provide communication of interim findings, and to afford occasions for discussing and resolving problems encountered.
- b) Contractor shall meet with CalSTRS' staff and/or the Board upon request to discuss progress on the Agreement or to present findings, conclusions and recommendations.

3. Audit

- a) During and for three years after the term of this Agreement, Contractor shall permit the Bureau of State Audits, CalSTRS, and its authorized representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalSTRS, books and records of Contractor relating to its performance of this Agreement.
- b) Contractor shall be subject to examination and audit by the Bureau of State Audits, CalSTRS, and CalSTRS' representatives during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Contractor shall cooperate fully with the Bureau of State Audits, CalSTRS, and/or CalSTRS' authorized representatives in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

4. Additional Documents

Contractor and CalSTRS agree to execute such additional documents, and perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

5. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

The California Public Contract Code (PCC) Section 10115 et seq. requires a participation goal of three (3%) percent DVBE for contracts awarded by CalSTRS. This goal applies to the total contract dollars expended by CalSTRS annually.

The Teachers' Retirement Board has adopted a policy that directs staff to encourage, promote, and facilitate the fullest possible participation by Disabled Veteran Business Enterprise (DVBE) in contracts awarded by CalSTRS. In accordance with this policy, CalSTRS encourages its contractors to seek opportunities, to do business with DVBE firms.

In compliance with the statutory requirements and with respect to the execution of this Agreement:

- a) Contractor agrees that, as a Contractor of CalSTRS, it will meet the requirements of the Board's policies regarding the 3% disabled veteran business enterprise (DVBE) participation goal.
- b) Contractor, in contracting for goods and services pursuant to this Agreement, shall make good faith efforts to comply with the Board's objectives and policy regarding DVBE

participation. Contractor shall report such efforts and the level of participation by DVBEs to CalSTRS in the format prescribed by CalSTRS.

- c) Nothing shall be construed to authorize any contractor to discriminate in the solicitation or acceptance of bids for subcontracting, or for materials or equipment, on the basis of race, color, sex, ethnic origin or ancestry.
- d) Contractor agrees to provide CalSTRS or its delegate with any information reasonably necessary to comply with the obligations set forth in the applicable provisions of PCC sections 10115, et seq. Upon reasonable notice, Contractor shall permit CalSTRS or its delegate access to its premises during normal business hours to interview employees and to inspect and copy books, records, accounts, and other materials for the purpose of determining compliance with the applicable provisions of PCC sections 10115, et seq. and Title 2, California Code of Regulations, sections 1896.60, et seq. Contractor agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor further agrees to make this paragraph applicable to all subcontracts entered into hereunder.

6. Reportable Interests

Contractor shall not directly or indirectly receive any benefit from recommendations made to CalSTRS and shall disclose to CalSTRS any personal investment or economic interest of Contractor which may be enhanced by the recommendations made to CalSTRS. Contractor acknowledges that the System is subject to the provisions of the Fair Political Practices laws of California (Government Code section 81000, et seq., and all regulations adopted thereunder, including, but not limited to, Title 2, California Code of Regulations, section 18700) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its Authorized/Key personnel named [in response to Section (), in the Request for Proposal] and all later substitutions therefore to file Statements of Economic Interests in compliance with CalSTRS' Conflict of Interest Code (Title 5, California Code of Regulations, section 22000 et seq.) All such reports shall be filed simultaneously with the Staff.

7. Authorized/Key Personnel

- a) Exhibit X, Contractor Name Authorized/Key Personnel, names certain members (authorized/key individuals who perform scope services under this agreement) of Contractor's staff who will exercise a significant role under this Agreement. These personnel shall be hereafter referred to (both individually and collectively) as "Authorized/Key Personnel".
- b) Contractor shall not substitute, replace or reassign Authorized/Key Personnel without CalSTRS' prior approval. However, with CalSTRS' prior approval, the parties may agree in writing to a change in these Authorized/Key Personnel, which writing shall become a part of this Agreement.
- c) This Agreement may be terminated immediately, in CalSTRS' sole discretion and upon written notice from CalSTRS to Contractor, because of any change in or departure of Contractor's Authorized/Key Personnel.

8. Changes in Control, Organization or Authorized/Key Personnel

Contractor shall promptly, and in any case within five (5) calendar days, notify CalSTRS in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement,

cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercise a significant administrative, policy, or consulting role under this Agreement, including without limitation the Authorized/Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit CalSTRS to evaluate the changes within Contractor's personnel or organization under the same criteria as was used by CalSTRS in its award of this Agreement to Contractor. Contractor agrees to provide CalSTRS with such additional information as CalSTRS may request.

9. Indemnification

Contractor agrees to indemnify, defend and hold harmless the State of California, CalSTRS, the CalSTRS Teachers' Retirement Board, the California State Teachers' Retirement Fund, and all of the officers, trustees, agents and employees of the foregoing, from and against any and all losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees, which (i) arise out of or are due to a breach by Contractor of any of its representations, warranties, covenants or other obligations contained in this Agreement, or (ii) are caused by or resulting from Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or (iii) accrue or result to any of Contractor's subcontractors, materialmen, laborers or any other person, firm or corporation furnishing or supplying services, material or supplies in connection with the performance of this Agreement.

10. Compliance with Statutes and Regulations

Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of contractor's violation of this provision.

11. Subcontractors

- a) Contractor shall perform the work contemplated with resources available within its own organization. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by CalSTRS. The subcontractor must be mutually agreed upon in advance by both parties.
- b) Contractor shall require any subcontractor agree to be bound by all provisions, of this Agreement as applicable.

12. Notice of Proceedings

Contractor shall promptly notify CalSTRS in writing of any investigation, examination or other proceeding involving Contractor, or any Authorized/Key Personnel, commenced by any regulatory agency which proceeding is not conducted in the ordinary course of Contractor's business.

H. **NEGATIVE COVENANTS**

1. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by CalSTRS.

2. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid for or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate on the advice or recommendations that Contractor provides under this Agreement.

I. CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance – Nondiscrimination

Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code section 12990 (a-f) and Title 2, California Code of Regulations, section 8103 et seq.

2. Americans with Disabilities Act

By signing this Agreement, Contractor assures CalSTRS that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

3. National Labor Relations Board Certification

Contractor, by signature hereto, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board.

4. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions within the Labor Code Section 3700, and Contractor affirms to comply with such provisions, before commencing the performance of the work of this Agreement.

5. Drug-Free Workplace

Contractor will comply with the requirements of Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and,

- 4) Penalties that may be imposed upon employees for drug abuse violations.
- c) Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free policy statement; and,
 - 2) Agree to abide by the terms of the company's statements as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Government Code Section 8350 et seq.)

6. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalSTRS will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

7. Corporate Qualifications To Do Business in California

- a) When agreements are to be performed in the state by corporations, CalSTRS will verify that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing Business" is defined in the Revenue & Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. CalSTRS will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

8. Resolution

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local government body which by law has authority to enter into an agreement, authorizing execution of this agreement.

9. Payee Data Record Standard Form 204

This form must be completed by all contractors that are not another state agency or other governmental entity.

10. Conflict of Interest

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has questions on the status of any person rendering services or involved with the Agreement, CalSTRS must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b) For the 12-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

11. Recycling

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code 12205).

12. Air or Water Pollution Violation

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

13. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

14. Sweatfree Code of Conduct

- a) All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

15. Domestic Partners (For Contracts over \$100,000)

For contracts executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

J. SPECIAL TERMS AND CONDITIONS

1. Evaluation of Contractor (For Contracts over \$5,000)

Pursuant to Public Contract Code section 10369, the Staff shall evaluate Contractor's performance under the terms and conditions of this Agreement within sixty (60) days after the completion of Contractor's performance under this Agreement. If the evaluation indicates unsatisfactory performance, a copy will be sent to the Department of General Services, the Office of Legal Services and to Contractor who may file a response to the evaluation. The evaluation and response shall remain on file for thirty-six (36) months and shall not be public records.

2. Disclosure of Campaign Contributions, Disclosure and Limits on Charitable Contributions, and Gifts

a) Policy

Section 600 H of the Teachers Retirement Board Policy Manual set forth policies requiring entities engaging in business with CalSTRS to disclose campaign contributions in excess of \$250, prohibits providing charitable contributions in excess of \$250, and gifts in excess of \$390, as well as requiring the periodic disclosure of campaign contributions, charitable contributions, and gifts. A copy of the current policy is attached as Exhibit X.

b) Application of Policy to Contractor

This policy applies to all Contractors having a business relationship or seeking a business relationship with CalSTRS or to any business relationship that is considered by the Teachers Retirement Board in a closed session meeting.

c) Disclosure of Campaign Contributions

Contractor and each of its Authorized/Key Personnel (Exhibit X) shall disclose campaign contributions, as defined by the Political Reform Act, valued in excess of \$250, made to or on behalf of any existing Teachers Retirement Board member, candidates for Board member, Controller, Treasurer, and Superintendent of Public Instruction, and to any CalSTRS officer or employee.

d) Charitable Contributions

1) Limit on Charitable Contributions

Contractor and each of its Authorized/Key Personnel shall not provide any charitable contribution, as defined by the Political Reform Act, in excess of \$250, individually or in the aggregate in any calendar year, directly to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

2) Disclosure of Charitable Contributions

Contractor and each of its Authorized/Key Personnel shall disclose charitable contribution, as defined by the Political Reform Act, valued in excess of \$50, made to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

e) Gifts

1) Limit on Gifts

Contractor and each of its Authorized/Key Personnel shall not provide any gifts, as defined by the Political Reform Act, in excess of \$390, individually or in the aggregate in any calendar year, to any Teachers Retirement Board member, or CalSTRS officer or employee.

2) Disclosure of Gifts

Contractor and each of its Authorized/Key Personnel shall disclose gifts, as defined by the Political Reform Act, valued in excess of \$50, made to or at the request of any Teachers Retirement Board member, or CalSTRS officer or employee.

f) Submission of Disclosures

Contractor and each of its Authorized/Key Personnel shall, with the offering of this contract for execution and annually thereafter, submit disclosures of contributions and gifts described in this section on a form prescribed by CalSTRS. The current

disclosure form required to be submitted with the signing of the contract is attached as Exhibit X. Annual disclosures shall be due by April 1st of each year and forms will be provided to Contractor and its personnel by CalSTRS.

g) Violation of Policy by Contractor

Violations of any of the provisions of this section may, at the discretion of CalSTRS, subject the Contractor to disqualification from doing future or additional business with CalSTRS for a period of two (2) years.

h) Changes in Laws or Policy

CalSTRS reserves the right to amend, upon prior written notice, the above provisions to conform with any subsequent amendments to the political reform laws and CalSTRS policies. Contractor shall have the right to terminate the Contract upon thirty (30) days written notice should it deem any such amendment unacceptable.

3. Liability for Injury to Persons or Damage to Property

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of CalSTRS, employees of CalSTRS, or any other person(s) other than agents or employees of the Contractor, designated by CalSTRS for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods and/or services either at the Contractor's site or at CalSTRS place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.

4. Limitation of Actions

No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of the last payment, except where either party (within two years after a cause of action has arisen) provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

5. Written Commitments

Any written commitment by the Contractor relative to the services herein shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages due to CalSTRS. Such written commitments include, but is not limited to: 1) any warranty or representation made by the Contractor in any publication, drawings, or specifications accompanying or referred to in the proposal which pertains to the responsiveness of the proposal to the Request for Proposal, and 2) any written notification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the proposal.

6. Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance there with, that:

- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

7. Priority Hiring Considerations

If this contract is for services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

8. Liability for Injury to Persons or Damage to Property

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of CalSTRS, employees of CalSTRS, or any other person(s) other than agents or employees of the Contractor, designated by CalSTRS for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods and/or services either at the Contractor's site or at CalSTRS place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.

9. Limitation of Actions

No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of the last payment, except where either party (within two years after a cause of action has arisen) provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

10. Written Commitments

Any written commitment by the Contractor relative to the services herein shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages due to CalSTRS. Such written commitments include, but is not limited to 1) any warranty or representation made by the Contractor in any publication, drawings, or specifications accompanying or referred to in the proposal which pertains to the responsiveness of the proposal to the Request for Proposal, and 2) any written notification of or affirmation or

representation as to the above which is made by the Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the proposal.

11. Antitrust Claims

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a) The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public Purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c) If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (1) the assignee has not been injured thereby, or (2) the assignee declines to file a court action for the cause of action. Government Code Section 4554.

K. TERMINATION

1. Termination at Option of CalSTRS

This Agreement may be terminated in whole or in part at any time upon 30 calendar days' written notice by CalSTRS, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event CalSTRS terminates all or a portion of this Agreement for any reason, it is understood that CalSTRS will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum contract amount.

2. Termination for Default

In such event, CalSTRS shall pay Contractor only the reasonable value of the services rendered. At CalSTRS sole discretion, CalSTRS may offer an opportunity to cure any breach(es) prior to terminating for default.

3. Termination For Insolvency

Contractor shall notify CalSTRS immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if CalSTRS determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, CalSTRS may terminate this Agreement and all further rights and obligations immediately [by giving five (5) days' notice in writing in the manner specified herein].

4. Convenience

If after notice of termination for failure to fulfill agreement obligations, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of CalSTRS.

5. Completion

In the event of termination for default, CalSTRS reserves the right to take over and complete the work by agreement or other means. In such case, Contractor will be liable to CalSTRS for any additional cost incurred by CalSTRS to complete the work whether reimbursed or not.

6. Effect of Termination

All duties and obligations of CalSTRS and Contractor shall cease upon termination of this Agreement, except that:

- a) Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination.
- b) Contractor shall provide for the return of all records of CalSTRS to CalSTRS or its designee and shall cooperate fully to effect an orderly transfer of services.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**IMPORTANT NOTICE****CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM
DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

On July 28, 2009 Governor Schwarzenegger signed legislation amending Public Contract Code 10115.2 and 10115.15 to delete the Disabled Veteran Business Enterprise (DVBE) Program element known as the **"Good Faith Effort"** from DVBE program participation requirements.

In accordance with the legislation, DVBE Participation Requirement, Option B (Good Faith Effort), is hereby deleted in its entirety. Bidders must choose either Option A (Goal Attainment) or Option C (Business Utilization Plan) in order to be deemed responsive to the DVBE Participation Requirement.

For additional information read the [Narrative](#) provided by the California Department of General Services

<http://www.documents.dgs.ca.gov/pd/RemovalofGoodFaithEffort.pdf>

CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

Authority: The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for California State Teachers' Retirement System (CalSTRS) contracts is established in Public Contract Code (PCC), section 10115 et seq., Military and Veterans Code section 999 et seq., and the California Code of Regulations, Title 2 (2CCR), section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation.

Introduction: The bidder must document either option **A, or C** to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by CalSTRS. If evidence of an alleged violation is found during the verification process, CalSTRS shall initiate an investigation with this information in accordance with the requirements of the PCC, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the 2CCR, section 1896.80.

Only State of California, Office of Small Business and DVBE Certification (OSDC) certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained in the 2CCR, section 1896.61(I). A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

- (1) The business concern is responsible for the execution of a distinct element of the work of the contract, carrying out its obligation by actually performing, managing or supervising the work involved, and performing work that is normal for its business services and functions; and
- (2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

CalSTRS will verify each DVBE subcontractor/supplier certification with the OSDC to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document one of the two following compliance options:

Option A – Commitment to full DVBE participation: For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
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Option C – Business Utilization Plan: For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods or information technology.

Please Read All Instructions Carefully. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the two available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached AD 840 form, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A – COMMITMENT: Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by

completing and submitting the attached AD 840 form. Failure to complete and submit the AD 840 form as instructed shall render your bid non-responsive

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the (1) DVBE scope of work; (2) work to be performed by the DVBE; (3) term of intended subcontract with the DVBE; (4) anticipated dates the DVBE will perform the required work; (5) rate and conditions of payment; (6) total amount of contract to be paid to the DVBE; and (7) the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the AD 840 form. If further verification is necessary, CalSTRS will obtain additional information to verify the above requirements.

Method A1. Certified DVBE Bidder:

- a. Commit to performing at least 3% of the contract bid amount with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on AD 840 (Side 1) form and attach copy of all applicable certifications.
- c. A DVBE working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's AD 840 form. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE Bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on AD 840 (Side 1) form and attach a copy of the DVBEs certification.
- c. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's AD 840 form. The CalSTRS contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP): option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services. DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs – this percentage is based on all of its contracts in the State, not just those with the CalSTRS. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education at (800) 559-5529 for assistance. Bidders choosing this option must properly complete and submit an AD 840 (Side 1) form and include a copy of its approval letter with the bid. Failure to submit these documents shall render your bid non-responsive.

Designation of Option - Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

☐ **OPTION A: I commit to meeting the full DVBE contract participation requirement.**
Complete AD 840, Section A.

☐ **OPTION C: I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBEs tier (prime contractor=0, subcontractor to prime contractor=1, subcontractor to Tier 1 subcontractor =2, etc.) If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use AD 840A form). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64I.

Date Contacted	DVBE Company Name (If you are the Prime and a DVBE enter your name, if not, enter the solicited subcontractor.)		
DVBE Contact Name & Reference #	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			
☐ YES, I am, or will subcontract with, the listed DVBE to provide the following goods and/or services:			
Specific Goods and/or Services	Estimated \$ and/or % \$ / %		Tier
☐ NO, I am unable to subcontract with the DVBE for the following business reasons:			
Date Contacted	DVBE Company Name (If you are the Prime and a DVBE enter your name, if not, enter the solicited subcontractor.)		
DVBE Contact Name & Reference #	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			
☐ YES, I am, or will subcontract with, the listed DVBE to provide the following goods and/or services:			
Specific Goods and/or Services	Estimated \$ and/or % \$ / %		Tier
☐ NO, I am unable to subcontract with the DVBE for the following business reasons:			

Use AD 840A form (add additional pages as necessary) to list all other DVBE contacts.

ADDITIONAL DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

This document may be used as a continuation from Section A, AD 840 Form (New 11/03)

Date Contacted		DVBE Company Name		
DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail
Street Address, City, State and Zip Code				
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services.			
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:			
Date Contacted		DVBE Company Name		
DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail
Street Address, City, State and Zip Code				
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services.			
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:			
Date Contacted		DVBE Company Name		
DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail
Street Address, City, State and Zip Code				
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services.			
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:			
Date Contacted		DVBE Company Name		
DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail
Street Address, City, State and Zip Code				
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services.			
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:			

Disabled Veteran Business Enterprise (DVBE) Incentive Information and Declaration Form

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC) section 10115 et seq., Military and Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR), Title 2, section 1896.60 et seq. The program was established to allow returning wounded and crippled war heroes to participate in state contract opportunities. Their bodies were crippled but their minds were intact. (They had diverse skill sets as janitor, teacher, project manager, lawyer, and engineer) established business relationships left little room for them to participate.

To further this program each California Governor has issued an Executive Order requiring that the Director of any Agency that did not meet the 3% goal report to him as to why they failed and submit a plan to correct the deficiency.

The PCC 10115 et seq. requires a goal of three (3%) DVBE participation on contracts awarded by CalSTRS. The Teachers' Retirement Board has adopted a policy that directs staff to encourage, promote, and facilitate the fullest participation by Disabled Veteran Business Enterprise (DVBE) in contracts awarded by CalSTRS:

- a) Contractor agrees that as a contractor of CalSTRS it will meet the requirements of 3% DVBE participation in this contract opportunity.
- b) In order to facilitate finding DVBE to perform a commercially useful function pertinent to this RFP, Proposers are directed to the DGS website where they will find the five (5) mandated steps in their search for DVBE at website www.dgs.ca.gov. Each of those steps must be completed in your search. If you fail to find a DVBE with the skill sets necessary to perform a commercially useful function after documenting all five (5) steps having been completed, CalSTRS will allow you to bid as a responsive Proposer on this RFP without penalty.
- c) You may also qualify to bid if you have an approved utilization plan approved by DGS before the bid date. In that plan you must certify that you will meet the 3% goal requirement on all your contracts in California. (Not just state contracts but all contracts in California.)

To further assist in fulfilling the requirements of DVBE participation the state passed into law SB115 which gave a bid incentive to Proposers who utilized DVBE. The incentive will be applied on this RFP. **If you fulfill the 3% goal you will be given a bid incentive of 10 points added to your score before the points are calculated.**

Proposer Declaration Instructions: All prime Proposers (the firm submitting the bid) must complete the Declaration Form.

1.
 - a. Identify all current certifications issued by the State of California. If the prime Proposer has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime Proposer possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime Proposer. Do not include goods or services to be provided by subcontractors.

Proposers certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov.

Bids must propose that certified Proposers provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

- c.** This item is only to be completed by businesses certified by California as a DVBE. (1) Declare whether the prime Proposer is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract. (2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime Proposer owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”
- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form. If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly. **Column Labels - Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors. **Subcontractor Address & Email Address**—Enter the address and if available, an Email address. **CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website

(www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None”. [Note: A SB/NVSA should not be participating as a subcontractor].

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime Proposer has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed. Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE) Enter “**Yes**” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract. Enter “**No**” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

DECLARATION FORM

GSPD-05-105 (EST 8/05)

1. Prime Proposer information (Please review Declaration Form Instructions above prior to completion):

a. Identify current California certification(s) **(MB, SB, SB/NVSA, DVBE):**
 _____ or None _____

b. Will subcontractors be used for this contract? **Yes** ____ **No** ____

(If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE:

Are you a broker or agent? **Yes** ____ **No** ____

If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)?

Yes ____ **No** ____ **N/A** ____

2. If no, subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract on a separate sheet of paper and include the following:

Subcontractor Name, Contact Person, Subcontractor Address, CA Certification Number, Work performed or goods provided corresponding good 51%, Telephone Number, Fax Number, Email Address, MB, SB, DVBE or None for this contract.

CERTIFICATION: By signing below, I certify under penalty of perjury that the information provided is true and correct.

 Proposer's Authorized Signature

 Printed Name

 Title

 Date

Request for Proposal 2P200903

Web Portal

Exhibit E

Page 1 of 1

PROPOSER'S AUTHORIZED/KEY PERSONNEL

Proposer Organization Name

The names and titles of the personnel authorized to conduct business on behalf of the Contractor in a decision-making capacity are as follows:

Signature _____
Name (Typed) _____
Title (Typed) _____
Date _____
E-mail _____

Signature _____
Name (Typed) _____
Title (Typed) _____
Date _____
E-mail _____

Signature _____
Name (Typed) _____
Title (Typed) _____
Date _____
E-mail _____

Signature _____
Name (Typed) _____
Title (Typed) _____
Date _____
E-mail _____

**TEACHERS RETIREMENT BOARD POLICY MANUAL
SECTION 600H**

H. Disclosure of Campaign Contributions, Charitable Contributions, and Gifts; Recusal Requirement; and Ban on Specified Gifts

1. Campaign Contributions¹

Any party who engages in business with CalSTRS for gain shall disclose campaign contributions, as defined under the California Political Reform Act, valued in excess of \$250, made to or on behalf of any existing CalSTRS Board member, candidates for Board member, Controller, Treasurer, Superintendent of Public Instruction, CalSTRS officer or employee.

2. Charitable Contributions

No party who engages in business with CalSTRS for gain shall provide any charitable contribution to a charitable entity, valued in excess of \$250 individually or in the aggregate in any calendar year, made at the request of any Board member, or CalSTRS officer or employee.

3. Gifts

A. No party who engages in business with CalSTRS for gain shall provide gifts to Board members or to CalSTRS officers or employees exceeding the following limits:

- i. Gifts, including meals or entertainment, with a cumulative value exceeding \$390 individually or in the aggregate in any calendar year, given to any Board member or CalSTRS officer or employee. The dollar amount of this limit shall be adjusted biennially in each odd numbered year to reflect the cost of living adjustments made by the Fair Political Practices Commission to the gift limit contained in Government Code section 89503.
- ii. This gift prohibition shall not extend to meals or related expenses provided under the following circumstances:

¹ Additional provisions governing investment relationships can be found in regulations at Title 5, California Code of Regulations sections 24010 through 24013, effective November 28, 2007. The regulations may also be found at www.calstrs.com.

Request for Proposal 2P200903

Web Portal

Exhibit F

Page 2 of 3

- a. Food, beverages and registration at group events to which substantial numbers of employees of an institution are invited;
 - b. Actual and reasonable expenses for food, beverages, travel, lodging and/or registration provided to permit participation in a meeting directly tied to official or professional duties if participation has been approved in writing by the Chief Executive Officer (for CalSTRS staff) or by the CalSTRS Board (for Board members).
- B. Any party who engages in business with CalSTRS for gain shall disclose gifts aggregating more than \$50 in value made to Board members, or to CalSTRS officers or employees.

4. Recusal

- A. Any Board member who receives campaign contributions, charitable contributions, or gifts that individually or in the aggregate exceed the amount of \$250 in a calendar year shall recuse himself/herself from any involvement in a matter involving the maker of the contributions or gifts for a period of 12 months following the date of the most recent contribution or gift.
- B. Any Board member who returns, donates, or reimburses the donor for gifts subject to these restrictions within 30 calendar days of receipt of the gift shall not be subject to the recusal requirement. Gifts may be returned, donated or reimbursed as specified in California Code of Regulations, Title 2, Division 6, Chapter 9.5, section 18943.

5. Time and Coverage of Disclosures

Disclosure of campaign contributions, charitable contributions, and gifts shall be required as follows:

- A. Upon submission of an initial application or proposal to do business with the System (for the preceding 12-month period).
- B. At the time the final decision is to be made regarding the business proposal (to cover the interim period following the initial application).
- C. Annually, for the previous calendar year. (CalSTRS will use FPPC guidelines to determine which officials in a specific firm must file disclosure statements.)

6. Sanctions for Violation of Policy

Any violation of this policy may lead to disqualification from future business with the System for a period of two years following a determination by the Board that a violation has occurred. The General Counsel is responsible for causing an investigation of any reported violation to be made and shall report any documented violation to the Board for action.

7. Application of Policy

Nothing in this policy supersedes any provision of State law. Those entities engaged in business with the System may also have reporting requirements under the Political Reform Act, California Government Code section 81000 et seq. Also, Board members who are either elected to the Board by a CalSTRS constituency or who are appointed to the Board but also serve as an elected official of a local body are subject to Government Code section 84308, which prohibits the receipt, solicitation or direction of a campaign contribution of more than \$250 while a matter affecting a financial interest of the maker of the contribution is pending, and for three months following the date a decision is rendered on the matter. Section 84308 also requires recusal of the Board member from any involvement in the matter if a contribution over \$250 has been received within the preceding 12 months, unless the contribution was returned no later than 30 days from the time the Board member knew or should have known about the contribution and the matter involving the maker of the contribution.

*Reference: Education Code Section 22363
Amended December 7, 2006
Amended June 6, 2007
Amended February 7, 2008*

DISCLOSURE OF CONTRIBUTIONS AND GIFTS

Pursuant to Section 600.H. of the Teachers' Retirement Board Policy Manual, entitled "Disclosure of Campaign Contributions, Charitable Contributions, and Gifts, Recusal Requirement, and Ban on Specified Gifts" any party and its Authorized/Key Personnel who engages in business with CalSTRS for gain is required to make specific public disclosures. Contracting Entities and each of their Authorized/Key Personnel must complete and file separate forms. The below identified party or its Authorized/Key Personnel hereby make the following disclosures. (Please attach other sheets if more space is needed for disclosure and indicate enclosures.)

Identification of Filer

Name of Entity/Contractor

Authorized/Key Personnel or Person Making Disclosure

Reported on behalf of Entity

☐

Description of Relationship with CalSTRS

Mailing Address:

City:

State:

Postal Code:

Telephone:

E-mail Address:

Filing and Disclosure Period

This disclosure of campaign contributions, charitable contributions, and gifts is in response to the following filing requirement:

☐	Upon submission of an initial application or proposal to do business with CalSTRS for the preceding 12-month period.
☐	With the submission of the contract for execution (signature) to cover the interim period since the initial application.)
☐	Annual disclosure for the previous calendar year.

1. Disclosure of Campaign Contributions

Disclosure of Campaign Contributions valued in excess of \$250 made to or on behalf of any a) existing Teacher's Retirement Board member, b) candidates for Board member, Controller, Treasurer, and Superintendent of Public Instruction, and c) CalSTRS officer or employee. The term "contribution" is defined in the Political Reform Act regulations, in Title 2, California Code of Regulations (CCR) section 18215. If the business is an Investment Relationship, disclosure of campaign contributions made to the Governor or candidates for the governorship must also be made, according to CalSTRS' Campaign Contribution regulations in Title 5, CCR section 24010.

Value of Contribution	Description if other than monetary	Date of Contribution	Identity of Recipient of Contribution

☐ Nothing to report

☐ Attachment is enclosed

2. Disclosure of Charitable Contributions

Disclosure of charitable contributions valued in excess of \$250 made at the request of any Teachers' Retirement Board member or CalSTRS officer or employee to any charitable organization.

Value of Contribution	Description of Contribution (monetary or in-kind)	Date of Contribution Made	Identity of Recipient of Contribution	Identity of Requester of Contribution

☐ Nothing to report

☐ Attachment is enclosed

3. Disclosure of Gifts

Disclosure of gifts, including meals, entertainment, or travel, valued in excess of \$50 made to any Teachers' Retirement Board member or CalSTRS officer or employee.

Value of Gift	Description of Gift	Date of Gift Given	Identity of Recipient of Gift

☐ Nothing to report

☐ Attachment is enclosed

I have exercised all reasonable due diligence in preparing this disclosure statement on my own behalf or on behalf of the reporting entity identified above. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attachments is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Signature

 Title

 Printed Name

 Date

CONTRACTOR BACKGROUND INVESTIGATION POLICY

BACKGROUND:

It is the policy of the California State Teachers' Retirement System (CalSTRS) to require all Contractors who contract with CalSTRS to gather and consider background history information in determining if contracted employees who provide services for CalSTRS meet the general standards for employment.

In evaluating contract employees under these provisions, Contractor must give particular emphasis to the business needs arising from CalSTRS' fiduciary responsibility for CalSTRS funds, its obligation to protect the personal data it holds and maintain the integrity of the retirement system, and its policy to provide a safe and secure workplace.

This includes, but is not limited to preventing contractors or their employees from using their employment or access to CalSTRS systems and data to:

- Carry out identity theft or related activities;
- Inappropriately alter member retirement benefits;
- Embezzle funds from CalSTRS;
- Engage in any activity that would damage CalSTRS reputation or member trust;
- Initiate any act of workplace violence, discrimination, or sexual harassment.

CalSTRS' contractor background investigation requirements consist of criminal record checks, civil check, reference checks, and verification of education and previous employment. In addition, CalSTRS contractors will check the driving records of their employees being considered for positions in which driving is a regularly assigned duty. The information gathered in this process is subject to strict confidentiality provisions in order to protect the privacy of those persons whose backgrounds are reviewed under this policy.

STANDARDS AND GUIDELINES:

The following outlines the standards and guidelines for considering information obtained through the various components of the background investigation process. When the information gathered through the individual parts of the process does not provide definitive conclusions as to the contracted personnel's suitability for employment, the background investigation results shall be considered collectively in reaching this determination. While these decisions must be reached through case-by-case review, Contractor must apply these standards and guidelines as consistently as possible.

Contracted personnel will be deemed unsuitable for CalSTRS employment if the background investigation process results in findings that meet any of the criteria identified as follows:

Criminal Record Checks

1. Any conviction at any time, or currently has any charges pending, for any of the following offenses:

- Any form of fraud, deceit or misrepresentation
 - Embezzlement
 - Forgery
 - Identity theft/stolen credit card use
 - Any other offense involving misappropriation of funds, abuse of access to financial or personal records, unauthorized access to financial or personal records, falsification of documents or records, or other crimes of moral turpitude.
2. Any conviction or current charges pending for offenses such as the following:
- Theft, burglary, car jacking or home invasion crimes.
 - Shoplifting
 - Receiving stolen property
 - Bad checks
3. Any conviction for any violent crime or currently has charges pending for such an offense.
4. Convictions other than those specified above will be deemed unsuitable for employment as a contractor with CalSTRS when their record of convictions indicates or suggests a continuing pattern of behavior that is inconsistent with any of the general qualifications for employment or the CalSTRS business concerns specified in the Background section, above.

Civil Checks

Civil history reveals a continuing pattern of credit abuse that supports the conclusion that he or she lacks one or more of the general qualifications for employment, such as honesty, integrity, and/or good judgment.

These determinations require careful case-by-case review of any credit problems, with particular emphasis on the following questions:

- Are the credit problems isolated to a particular point in time, or to a particular vendor with whom the individual may be having a dispute, or do they constitute a general pattern?
- Are there specific mitigating factors that explain the credit problems, such as illness or divorce?
- What effort has the individual made to correct the credit problems?
- How recent are the problems, and what has the credit record been since they occurred?

Reference Checks

Reference check information may disqualify contracted personnel from consideration for any CalSTRS employment when it reveals or confirms that the contracted personnel lack one or more of the general qualifications for employment such as honesty, integrity, and/or good judgment.

Fraud in Securing Appointment

Any information contracted personnel provided for employment with Contractor (on applications, resumes, background questionnaires, etc.) is substantively untruthful. Contractor will verify that

information provided by prospective contracted personnel (including education and past work experience) is credible. Contractor will conduct a Social Security trace to aid in this verification.

Driving Record Checks

A serious driving violation, such as driving under the influence of alcohol or drugs, or reckless driving, within the past three years. Driving record checks are only applicable when driving a motor vehicle is a regularly assigned duty.

REQUIREMENTS:

Contractor shall certify that it has performed its background investigation of the contracted employee, reviewed and verified the background information in a manner consistent with CalSTRS' Contractor Background Investigation Policy, and determined that said employee is qualified to perform services for CalSTRS. Such certification will be made with submission of the Certification of Contractor's Employee Background Investigation form, provided to Contractor by CalSTRS, prior to full execution of agreement.

Contractor shall provide CalSTRS with the contracted employee's completed Personal History Statement, provided to Contractor by CalSTRS. Information the contracted employee provides concerning relatives who are CalSTRS members or beneficiaries and/or CalSTRS employees will be used to implement safeguards to prevent the contracted employee from working on or accessing the records/accounts of his or her relatives.

CalSTRS' Human Resources Office shall conduct background investigations for contracted employees that provide the following services at CalSTRS' facility:

- Information technology contractors who will have access to confidential information
- Student assistants
- Benefits counselors

EXCEPTIONS:

Any request for a waiver of the policy provisions should be directed to the manager of the Contract Services Unit, who will thereafter forward the request to the CalSTRS CEO for consideration and approval, on a case-by-case basis. Exceptions to the Contractor Background Investigation Policy may include but are not limited to the following circumstances:

- Contracted personnel will not have access to restricted areas of CalSTRS (e.g., printers providing services off-site and delivering product)
- Contracted personnel will not have access to confidential/sensitive data (e.g., lecture style training)
- State or local governmental entities are unable to comply (in these circumstances, CalSTRS will conduct the background investigation process for potential contracted personnel).

PROPOSAL, COST, AND FINALISTS EVALUATION SUMMARY

Proposing Organization Name

Points for costs will be computed for all proposals that obtain a minimum of 130 points on the Proposal Questionnaire.

TECHNICAL PROPOSAL EVALUATION	<u>Maximum Point Score</u>	<u>Points Scored</u>
A. Company Information Organization length of Time in Business References	25 Points 10 points 15 points	_____
B. Website Content Screen Captures 403(b) & 457 Information Customization/Experience	75 Points 25 points 25 points 25 points	_____
C. Site Maintenance & Training Hosting Services Site Up-Dates/up-grade Educational updates	75 Points 25 points 10 points 40 points	_____
DVBE Incentive	10 points	_____
Subtotal	185	_____
Cost Proposal Affordability Multiple year contract discount	50 Points 25 points 25 points	_____
Subtotal	235 Points	_____
Finalist Interview/Presentation Knowledge of District needs Overall Functionality of the Website	100 points 50 points 50 points	_____
GRAND TOTAL	335 Points	_____

Evaluator No.: _____



Confidentiality, Non-Disclosure and Acceptable Use Agreement

I, _____,
PRINT YOUR NAME

--	--	--	--

PRINT LAST 4 DIGITS OF YOUR SSN

an employee of _____
PRINT YOUR EMPLOYEE'S NAME

hereby acknowledge that confidential, sensitive, and personal information is protected from disclosure by law, regulation and policy. I further acknowledge that protecting this information is in the member's interest, the State's interest and my own personal interest. I also acknowledge that CalSTRS strictly enforces information security. I understand that accessing member accounts of family, friends and acquaintances is strictly forbidden and may result in consequences including termination.

I, _____ agree to protect from disclosure all confidential, sensitive, and personal information including, but not limited to:

- Member account information.
- Claimant and employer information.
- Information about individuals that relates to their personal life or identifies or describes an individual.
- Other agencies' confidential and proprietary information.
- Methods agencies use to safeguard information, including systems, networks and server configurations, etc.
- All security-related devices or information, such as tokens, access cards, User IDs, or related passwords.

I, _____ agree to protect the foregoing information in the following ways:

- Access, inspect, use, disclose, or modify information *only* to perform official duties.
- Never access, attempt to access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-business related reason.
- Secure confidential, sensitive, and personal information in approved locations.
- Comply with all policies, standards and procedures for secure transportation, handling and destruction of all data.
- Return all security devices and immediately cease using User ID and password upon separation from CalSTRS.

I, _____ acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential, sensitive, or personal information, including my own, or any attempt to engage in such acts may result in:

- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, _____ acknowledge that unauthorized access, inspection, use, or disclosure of confidential, sensitive, or personal information may be a crime under the law.

I, _____ acknowledge acceptable activities are those in accordance with the laws and policies of the United States Government and the State of California, and consistent with the purpose, goals, and mission of CalSTRS; as appropriate to my assigned job duties and responsibilities.

I, _____ expressly consent to CalSTRS monitoring of my activities on all devices including, but not limited to: access, phone, email, systems, network, and server information. I also have no expectation of privacy regarding information created, used, and stored using CalSTRS resources.

REFERENCE

CalSTRS' Information Security Policy; Civil Code section 1798 et seq; Education Code section 22306, Government Code section 11019.9; and State Administrative Manual section 5300-5360.1

CERTIFICATION

I certify that I have read this document and understand information security is strictly enforced. Wrongful access, inspection, use, modification, disclosure, or mishandling of confidential, sensitive, and personal information, or attempts to engage in such acts, is inappropriate and may result in disciplinary and/or legal action taken against me.

Employee/Contractor Name (print)

Signature

Date

Supervisor Name (print)

Signature

Date

ROUTE or MAIL to: CalSTRS Information Security Office, MS-3, PO Box 15275, Sacramento, CA 95851-0275



Confidentiality, Non-Disclosure and Acceptable Use Agreement

REQUIREMENT

All CalSTRS employees, contractors, and business partners are required to read and sign the CalSTRS Confidentiality, Non-Disclosure, and Acceptable Use Agreement (ISO 1949) when they start work with CalSTRS and annually thereafter.

SCHEDULE

New employees, contractors, and business partners must have a completed form (ISO 1949) on file with the Information Security Office (ISO) prior to being granted access to any CalSTRS systems or engaging in any work involving confidential, sensitive, or personal information.

Annually, a pre-filing announcement will go out from the ISO in March.

- Completed forms are due 30 days from the pre-filing announcement date;
- Non-filer reporting to executive management one week following the due date;
- Non-filers will have access and services disabled 30 days from the due date.

INSTRUCTIONS

1. Print and read the "Confidentiality, Non-Disclosure and Acceptable Use Agreement" (ISO 1949)
2. Complete all sections on the agreement:
 - Print your full name, last 4 digits of your SSN, and your employers name;
 - Initial on the designated space next each paragraph to signify that you have read and understand the information and requirements;
 - Employee/Contractor full name, signature, and date of signature;
 - Supervisor full name, signature, and date of signature.

Incomplete or unsigned forms will be returned.

WHERE TO FILE

Route or mail completed forms to:

CalSTRS Information Security Office, MS-3

PO Box 15275

Sacramento, CA 95851-0275

ASSISTANCE

Contact the Information Security Office at (916) 229-4864 if you have questions or need assistance completing the form.

CalSTRS INFORMATION SECURITY POLICY

It is the policy of the California State Teachers Retirement System (CalSTRS) that prudent measures must be used by all CalSTRS employees, contractors, and business partners to protect the confidentiality, integrity and availability of CalSTRS information and assets.

Information and assets are critical to the mission of CalSTRS. It is the responsibility of CalSTRS employees and contractors to abide by this Policy and the more detailed CalSTRS Information Security Policies, Standards and Guidelines.

Prudent measures include but are not limited to:

- Immediately report information security incidents to the Information Security Office;
- Immediately report all lost or stolen equipment to the Information Security Office;
- Ensure all employees and contractors complete information security awareness training when they start with CalSTRS and annually thereafter;
- Ensure all employees, contractors, and CalSTRS business partners receive and sign the CalSTRS Confidentiality, Non-Disclosure, and Acceptable Use Agreement (ISO 1949) when they start work with CalSTRS and annually thereafter;
- Ensure only authorized access to CalSTRS facilities, information, and equipment;
- Identify and implement information risk reduction measures and controls;
- Engage the Information Security Office in initiatives related to confidential, sensitive and business critical information and assets.

Government Code section 11549.3; and State Administrative Manual section 5300 et seq.

DATA ENCRYPTION SECURITY POLICY

It is the policy of the California State Teachers Retirement System (CalSTRS) that prudent measures must be used by all CalSTRS employees, contractors and business partners to ensure that confidential member or employee data exchanged or transmitted by CalSTRS programs is encrypted.

Confidential member or employee data sent on physical media, stored on portable devices or residing on a non-CalSTRS network must be encrypted using CalSTRS approved industry standard algorithms (See Standards section).

Proprietary encryption algorithms are not permitted.

Confidential member or employee data made available via the Internet must use encrypted transmission techniques, such as Secure Socket Layer (SSL) certificates, Secure Shell File Transfer Protocol (SFTP), or File Transfer Protocol Secure (FTPS).

All encryption key exchanges executed in compliance with this practice must be done securely and the receipt verified.

1. Data may be encrypted with the following encryption algorithms:
 - 3DES, Blowfish, RSA, IDEA, and AES.
2. Symmetric encryption keys must be 256 bits or higher.
3. Asymmetric encryption keys must be 3,072 bits or higher.
4. Elliptic Curve Cryptography encryption may be used with asymmetric keys at least 256 bits in length.

Information filed with CalSTRS by a member, participant, or beneficiary of the plan is confidential.

Confidential member and employee data includes:

1. Social security number
2. Driver's license number or ID card number
3. First name or first initial and last name in conjunction with account numbers or debit/credit card number and associated security code, access code, or password required for account access
4. First name or first initial and last name in conjunction with birth date

Requests for an exception to this policy must be submitted to the Information Security Office using the CalSTRS Variance process. By designation from the Chief Executive Officer, the Chief Information Security Officer (CISO) has approval authority. The Information Security Office will analyze the risk and forward the request with a recommendation to the CISO for consideration.

Education Code section 22306

CalSTRS PASSWORD SECURITY POLICY

It is the policy of the California State Teachers Retirement System (CalSTRS) that prudent measures must be used by all CalSTRS staff, contractors and business partners to ensure that all telecommunication and network computing systems under the ownership or management of CalSTRS are password protected.

Password authentication must include an identification component (a.k.a. userid) and a password component. Once established, the identification component for individuals must remain unchanged and be consistent throughout every CalSTRS information system. The userid will be retained as long as needed for business or legal requirements.

The password component is chosen and managed by each individual or in the case of administrative, system and service accounts, a system custodian.

The following standards must be observed when selecting passwords.

All passwords:

- Must consist of alphanumeric characters (to include at least one number, one upper case letter, and one lower case letter)
- Must be a minimum of eight (8) characters in length (no spaces)
- Must be changed at least every ninety (90) days
- All new passwords must be significantly different from previous passwords
- May not be used again for 12 months
- Must always be kept confidential and never shared with anyone, including co-workers, supervisors, managers, or technical support staff for any reason
- Must never be used in scripts or macros
- Account locked out after five (5) unsuccessful login attempts
- May not be the same as the identification component (userid)

System user passwords:

- Must be changed by the user at the next logon whenever it is reset
- The distribution of initial passwords must use methods that ensure only the intended authorized individuals receive the password
- Initial passwords must conform to the password policy
- Initial passwords must be changed by the user on their first use

Administrative, system and service account passwords:

- Must be changed at least annually and when staff having knowledge of or access to the password(s) vacate

their position

- Must always be kept confidential and shared with the minimum number of custodial staff required for system support

Passwords should never be transmitted in clear text (email messages).

Passwords safes (storage) must be encrypted using CalSTRS approved industry standard algorithms (See CalSTRS Data Encryption Security Policy).

Guest accounts or accounts with empty passwords may never be used

Default passwords must be changed before any telecommunication or network computing system is connected to a CalSTRS production network

The use of built-in password enforcement mechanisms must be utilized whenever available to ensure that passwords conform to the password policy

Suggested method for choosing a strong password:

- Choose a pass phrase rather than a short one-word password. A pass phrase is a short sentence that is typically easy to remember and is difficult to guess or decipher.

Password methods to avoid:

- Dictionary words (including foreign or fictional)
- Names of family, friends, or co-workers
- Birthdates
- Any part of your telephone, social security, or any other account number

Methods for securely distributing passwords to end users:

- Telephone - once the recipient has had their identity verified by an authorized account administrator
- Postal service - independent from any identification component (userid) or password protected media

Requests for an exception to this policy must be submitted to the Information Security Office using the CalSTRS Variance process. By designation from the Chief Executive Officer, the Chief Information Security Officer (CISO) has approval authority. The Information Security Office will analyze the risk and forward the request with a recommendation to the CISO for consideration.

CalSTRS Style Guide



Style Guide Quick Reference

To	See Tab
Use the word the right way • CalSTRS terms • Italics, capitalization, hyphenation • Commonly confused words (who, whom)	Word Usage A-Z
Make your writing easier to read and understand • Rules of good writing • Numbers • Parallelism • Punctuation • Tone • Editing tips	Writing Guidelines
Format your document so it looks right • Bulleted lists • Templates • Fonts • Headers and footers • Web and e-mail addresses • Headings	Formatting Guidelines
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Introduction

This guide is for anyone writing or editing for CalSTRS target audiences. These include California educators, members, their beneficiaries, retired members, legislators, and others interested in the many benefits and services offered through CalSTRS. While this guide focuses on external communications, the topics also apply for internal communications.

CalSTRS Audience

For the most part, our audience reads CalSTRS materials for the content they contain, not for entertainment. They are seeking information that helps them make critical decisions, whether about their retirement (members) or about the retirement system as a whole (legislators). Our audience tends to be well-educated and literate, with high expectations.

Writing for the Common Situation

Since the retirement law and procedures are complex, CalSTRS writers may be tempted to address every exceptional situation that may occur even when writing to a broad audience. While our publications must be complete and accurate, they should focus on common situations rather than exceptions. People who are facing unusual circumstances are best served by personal advice from our staff, such as that provided by the Correspondence Center.

Consistent Style Benefits Our Readers

The goal for all our publications, whether in print or online, is to communicate clearly with our readers. A unified, consistent style and presentation conveys certainty and empathy for our readers. We provide information our audience wants and needs—in a manner that is easy-to-read and easy-to-find, without inconsistencies that distract from the core content.

Style is a choice, not a fixed law, and it changes over time. As a result, you will likely find that some of the advice in this guide differs from what you learned in school. The information in this guide represents current uses and preferred choices for CalSTRS writing.

Using a unified style and presentation helps ensure that our audience will continue to view CalSTRS as a trusted advisor.

A Note to Writers

You need the right tools to do the job. And a style guide is the business writer's *tool*. This reference tool is meant to make your writing life easier—and there will be no tests. Please write notes on the pages and add to the Word Usage list as you come across new items. This guide is a living document, one that should grow with use.

Like all disciplines, writing needs terminology—those dreaded grammatical terms—to describe particular distinctions. You'll find them used throughout this guide. If you're not familiar with a term, look in the Word Usage section under the heading *Grammatical Terms*. The section provides a very brief definition—just enough information to help carry on this style conversation.

We hope this guide will help you learn to seek the active voice, look for prepositional phrases to weed out, and format your work in a way that gives all CalSTRS documents a unified presentation.

Using this Guide With Other Resources

This guide is not intended to answer every question you have about writing and formatting documents and Web content, but it should be your first resource. If you don't find the answer you're looking for here, refer next to these resources:

- Spelling and hyphenation: *Merriam-Webster's Collegiate Dictionary*, eleventh edition. Online at www.webster.com and www.onelook.com.
- Style issues not covered here, formatting, grammar: *The Gregg Reference Manual*, ninth edition, William A. Sabin.
- Common grammar questions: *Guide to Grammar and Style*, Jack Lynch, Ph.D. <http://andromeda.rutgers.edu/~jlynch/Writing/index.html>

If there is a conflict between this manual and other resources, please follow the guidance in this manual to ensure consistency in our documents.

Word Usage A to Z

This section indicates CalSTRS preferred word usage such as when to use leading caps, hyphens and other conventions. The key word is in bold, shown as it should appear in text. Some key words include text that explains usage. Other entries simply show the correct spelling, hyphenation and capitalization.

The word usage list includes some frequently used terms from the *AP Stylebook* and terms specific to CalSTRS.

50% Beneficiary Annuity Formerly 50% Joint and Survivor Annuity. Payment choice for Defined Benefit Supplement Program.

75% Beneficiary Annuity Payment choice for Defined Benefit Supplement Program.

100% Beneficiary Annuity Formerly 100% Joint and Survivor Annuity. Payment choice for Defined Benefit Supplement Program.

50% Beneficiary Option Formerly Option 7. Payment choice for the Defined Benefit Program.

75% Beneficiary Option Payment choice for the Defined Benefit Program.

100% Beneficiary Option Formerly Option 6. Payment choice for the Defined Benefit Program.

Compound Option Payment choice with multiple options for the Defined Benefit Program.

A

a, an Use the article *a* before consonant sounds: a historical event, a one-year term; use *an* before vowel sounds: an SOP, an FMLA request (both sound like they begin with the letter e).

a.m., p.m. Lowercase, no space between letters.

Abbreviations Avoid overuse of abbreviations and acronyms. Also avoid unless the abbreviation or acronym is very common. For guidance on a particular abbreviation, see the specific entry in this section.

Abbreviate titles before a full name: Mr., Mrs., Dr., Gov. and academic titles after a full name: Ph.D., M.S. See [titles](#).

After a name, abbreviate junior or senior, company, corporation and incorporated. Capitalize and use periods: Jr., Sr., etc.

Follow an organization's full name with an abbreviation in parentheses when the abbreviated version is common and you plan to use more than a sentence or two later in the text. But if the second reference will come within a sentence or two after the name, it is best to use the full name alone in the first reference.

We use the Simplified Method established by the Internal Revenue Service to determine the taxable portion of your benefit. You may use any acceptable method when reporting to the IRS.

above Do not use to refer to text unless it is on the same printed or electronic page. Use *earlier*, *preceding* or *previous* or a specific reference, such as “on the previous page.” Do not use as an adjective preceding a noun as in *the above section*.

See Legal Matters earlier in this chapter.

acknowledgment

acronyms An acronym is formed by the first letter or letters in a series and pronounced as a whole word, for example, AIDS (acquired immune deficiency syndrome). Follow rules for abbreviations. Avoid overuse.

Active Financial Choices CalSTRS division. See **CalSTRS Active Financial Choices**.

administrative law judge

affect, effect Use *affect* as the verb; *effect* as the noun. Avoid use of “effect” as a verb to mean “cause” or “bring about.”

How will the job affect your future?

Explain the effect on CalSTRS members.

air time Don't use. Use *nonqualified service credit* instead.

allowance Don't use. Use *benefit* instead. For exceptions, see **family allowance** and **disability allowance**.

annual benefit adjustment Formerly known as COLA.

The 2 percent annual benefit adjustment is an automatic annual increase to your monthly benefit.

Annual Statement of Account Outdated term. Use *Retirement Progress Report* instead.

B

below Do not use to refer to text unless it is on the same printed or electronic page. Use *later* or a specific reference, such as *on the next page*.

See *Health Insurance later in this chapter*.

Do not use as an adjective preceding a noun as in “the below section.” Use “the following section,” instead.

beneficiary(ies) Don’t use in this combined form with (ies) in parentheses. To prevent awkward construction, use *beneficiary* or *beneficiaries*, or plural alone.

To provide a monthly CalSTRS benefit to a beneficiary or beneficiaries after your death, you must elect an option.

When you die, survivor benefits will be paid to your designated beneficiaries.

benefit

benefits counselor, benefits counseling

board, board of directors Lowercase, except in reference to the full name of the Teachers’ Retirement Board.

The board will meet next month.

The Teachers’ Retirement Board will hold a hearing on July 5, 2008.

Board of Governors of the California Community Colleges

C

California Education Code

California Public Employees’ Retirement System

California state law

California State Legislative Counsel

California State Teachers' Retirement System

Call Center Use by name when caller will reach the Call Center. For generic references to the broader services offered to members, use *member services* or *us* or *CalSTRS*.

For more information, call our Call Center at ...

CalPERS Long-Term Care Program

CalSTRS/CalSTRS member Don't overuse. See **abbreviations**.

CalSTRS 403bComply

CalSTRS Active Financial Choices See **Active Financial Choices**.

CalSTRS DB Program Use Defined Benefit Program; don't overuse *CalSTRS*.

CalSTRS Home Loan Program

CalSTRS *Member Handbook 2007* Italicize name of publication in full reference.

CalSTRS Pension2[®] personal wealth plan Formerly Voluntary Investment Program (VIP). Must include [®] in first reference.

CalSTRS Reduced Workload Program

CalSTRS Rehabilitation Program

CalSTRS Retirement Check-up workshop

capitalization In general, avoid unnecessary capitals. Use lower-case unless there is a specific reason for capitalizing. See rules in [Capitalization](#) section later in this guide.

CB Benefit Program

canceled, canceling, cancellation

Cash Balance Benefit Program

chair Use gender-neutral term for the office and the officeholder.

check up (v.), **checkup** (n.) Don't hyphenate unless used as adjective. Exception: **CalSTRS Retirement Check-Up workshop**.

city, county Capitalize if part of the proper name.

Sacramento County, City of Sacramento

He worked for the county schools.

Her school is located in the city of Sacramento.

Client ID Not CID.

COLA Don't use. Use *annual benefit adjustment* instead.

committee Lowercase unless part of a proper name.

community college Lowercase unless part of a proper name.

Los Rios Community College District

Compound Option formerly Option 8.

contractions Use for a more informal, friendly tone. Avoid in formal and legal writing.

Coverage A - Disability Allowance (a disability benefit)

Coverage B – Disability Retirement (a disability benefit)

Coverage A – Family Allowance (a survivor benefit)

Coverage B – Survivor Benefit (a survivor benefit)

counseling center Avoid; use *benefits counseling*

Customer Service

D

dates

- Spell out days of the week and months, for example, Thursday, April 26, 2007.
- Don't use numeric format for dates: 6-10-07 or 6/10/07.
- Place a comma after the year in full dates that include the month, day and year.

Please return the form between June 30, 2007, and December 31, 2007.

- Do not separate the year with a comma when a phrase includes only the month and year.

A teacher who withdrew \$10,000 in May 1993 and wants to purchase those years of credit in April 2005...

- Don't use *st*, *th*, *nd* or *rd* after a date figure such as July 14th. Use July 14 instead.
- Don't include apostrophe before the "s" in decade references.

The 1990s, the '90s

Defined Benefit Program

Defined Benefit Supplement account

Defined Benefit Supplement Program

DB Supplement Don't use.

DBS account

designated beneficiary Don't use. Use *one-time death benefit recipient* instead.

direct deposit

disabled Preferred use: *Members with disabilities*, not a *disabled person* or *the disabled*. Place emphasis on the person, not the disability.

disability allowance Avoid. Use benefit except in name of program or coverage (see **Disability Allowance – Coverage A, Disability Allowance Program** and **Family Allowance – Coverage A**).

Disability Allowance – Coverage A

Disability Allowance Program

disability retirement benefit

Disability Retirement Program

Disability Retirement Program – Coverage B

Down Payment Assistance Program

durable power of attorney

E

each Needs a singular verb.

Each of the members files a separate form.

Early Retirement Limited Term Reduction Program

earnable compensation

EFT Don't use. Use *direct deposit* instead.

effect See **affect, effect**.

e.g. Don't use. Write *for example* instead.

Either, neither. Follow either with *or*; follow neither with *nor*.

e-mail Always hyphenate. Capitalize the E at the beginning of a sentence.

Employer Pick-Up Program

ERC

etc. Avoid; use *and so on* or *and so forth* instead.

Executive Review Committee

F

family allowance

Family Allowance – Coverage A

Family Allowance Program

FAQ Abbreviation for *frequently asked questions*. Spell it out in text.

farther, further *Farther* refers to distance; *further* refers to an extension of time or degree.

He moved farther from the city.

She will look further into the question of his eligibility.

final compensation

form numbers Don't use in body copy to refer to a particular form. Refer to forms by their proper name.

Retirement Application, Direct Deposit Authorization and One-Time Death Benefit Recipient forms.

fractions In general, spell out amounts less than one. Use fractions for amounts of time less than one. Use decimals for fractions of service credit.

One-third of those surveyed ...

1½-hour workshop, 4 ½-day work week

He has 20.25 years of service credit.

full-time employee

full-time equivalent

FTE Avoid except in personnel and budget documents. Use *full-time equivalent* instead.

G

golden handshake Don't use. Use *Retirement Incentive Program* for name of program, *retirement incentive* for term alone.

government Lowercase:

state government, federal government, U.S. government

Government Pension Offset

Government Pension Offset Provision

Governor Capitalize when referring to Governor of California. If used as a title preceding a name, abbreviate as Gov. Spell out if in a title used in a quote:

"She reported that Governor Schwarzenegger will sign..."

Grammatical Terms Listed here for quick reference.

Adjective – Modifies (describes) a noun; tall, blue, temporary, limited, reduced

Adverb – Modifies (describes) a verb, adjective or other adverbs. Usually end in -ly: quickly, badly; also very, just and so on.

Antecedent – Noun that a pronoun replaces in the same or later sentences: The member (antecedent) opened a myCalSTRS account. He (pronoun) used it every week.

Article – A, an, the

Clause – Phrase at the beginning, middle or end of a sentence often set off by commas, that includes a noun and verb.

Collective nouns – Names a group: staff, board, committee

Conjunction – Connects words: And, but, or

Contractions – Shortened versions of combined words: don't, isn't, you're, it's

Dangling modifier – a phrase that doesn't modify the subject, but hangs alone.

Correct: The board made it clear that like a pension, health benefits are critical to a secure retirement.

Dangling: Like a pension, the board made it clear that health benefits are critical to a secure retirement.

First person – I, we

Imperative – A command without the frills: Read this.

Infinitive – Verb form often preceded by “to.” He went out to buy a paper.

Modifier – Another word for adjective or adverb

Noun – Person, place or thing: man, child, town, school, table, sky

Perfect tense – Formal sounding and usually unnecessary, *have had*s: We have received ...

Preposition – Of, over, in, on, for, from, under

Pronoun – Replaces a noun: she, he, they, you, we, I, it

Proper noun – Always capitalized: Jane Smith, CalSTRS, the White House, Pepsi

Second person – You, your

Simple tense – Straightforward, without the have hads. We received...

Subject – The doer or actor in the sentence, usually a noun.

Third person – They, it, one, he, she, members, staff.

H

health care Always two words.

Home Loan Program

I

i.e. Use *that* is instead.

Independent Medical Examination

independent vocational evaluation

it's Contraction of “it is.” Requires apostrophe.

It's a good time to think about retirement planning.

its Possessive pronoun, no apostrophe.

If you are dissatisfied with the decision of the Teachers' Retirement Board, you can appeal its decision to a Superior Court.

J

judgment

K

K-12, pre-K

L

Legislature Lowercase if used generically. Capitalize when referencing California's Legislature. The following example is from the Sacramento Bee:

"The Democrats in the Legislature have nothing to fear from the Governor," John Burton, the outgoing president pro tem of the Senate, said after the election.

Legislators' Retirement System Note placement of apostrophe.

lifetime benefit

login, logoff (n.) **log in, log out; log on, log off** (v.) Use as two words in the verb form.

Enter your user login.

Log in to register.

Also: log in to *not* log into.

Long-Term Care Program a CalPERS program.

lump-sum payment, lump sum Hyphenate lump-sum as adjective modifying a noun. No hyphen when used as a noun.

We will make one, lump-sum payment.

You may receive your benefit as a lump sum.

M

Medicare Part A premium

Medicare Part B premium

Medicare Premium Payment Program

members Use plural form to avoid using “he or she.”

Member Handbook Always title caps and italicized.

Member-Only Annuity Formerly Single Life Annuity with cash.

Member-Only Benefit Formerly Unmodified Benefit.

member services Generic term for the full suite of CalSTRS member services

modified benefit Don’t use. See **unmodified benefit**.

myriad (adj.) Means many. Do not precede with *a* and follow with *of*.

Use: This plan offers myriad benefits.

Not: This plan offers a myriad of benefits.

N

nonconsecutive Don’t hyphenate.

nonqualified Don’t hyphenate.

numerals Spell out zero through nine; use figures for 10 and above; always use numerals with percent and other units of measure. When writing a person’s age, use numerals. See Numbers section later in this guide.

5-year-old girl

10 percent

Age 60

Five-year plan

O

online always one word.

only Keep next to the word or term it modifies.

Use: CalSTRS accepts only original signatures. (“Only” modifies “original signatures”)

Not: CalSTRS only accepts original signatures.

Option 2 – 8

option beneficiary

one-time death benefit

P

page Not *pg.*

partial lump sum No hyphens when used as a noun phrase.
Hyphenate lump-sum when used as an adjective before a noun.

He received a partial lump sum.

She requested a partial lump-sum benefit.

Participant-Only Annuity Formerly *Single Life Annuity with cash.*

part-time Hyphenate when used as an adjective before a noun, no hyphen after noun.

Part-time employees can participate in the Defined Benefit Program.

You are eligible for benefits if you worked part time.

pension OK to use. Also use *benefits* but not *allowance*.

Pension2® Must include ® on first reference.

percent Spell out in text.

- Always use a numeral with percent:
45 percent, 3 percent, 1 percent
- If a decimal point is required, use a zero before the decimal:
0.5 percent
- Repeat value if a range:
10 percent to 30 percent, not 10 to 30 percent.
- OK to use % symbol in tables, but not necessary if table labeled well
- OK to use % in titles and headings for programs such as:
50% Beneficiary Annuity, 75% Beneficiary Annuity, and 100% Beneficiary Annuity

period-certain Hyphenate as adjective:

period-certain annuity

permissive service credit

PLS See **partial lump sum**.

pre- In general, don't hyphenate words that begin with prefix *pre-*.
Check dictionary when not sure.

preretirement election of an option

Prescribed Treatment Program

Proposed Decision

Public Employees' Retirement System

public school educators

Q

R

Reduced Workload Program Capitalize.

Regional Counseling Services Use *benefits counseling* instead.

registered domestic partner, domestic partner, partner

Retirement Benefit Calculator Capitalize and use italics.

Retirement Check-Up Workshop

retirement incentive credit

Retirement Incentive Program

Retirement Progress Report For full term, use leading caps and italics. For later abbreviated references, use lowercase, no italics.

the progress report, your progress report.

roll over (v.), **rollover** (n. and adj.)

To roll over your account ...

If you choose a rollover ...

S

Securing the Financial Future and Sustaining the Trust of California's Educators Use leading caps.

Social Security With leading caps unless used in most general sense.

Social Security benefits

a social security system

Social Security Administration

staff Takes singular verbs and pronouns when used in the sense of one unit acting together.

The staff tries to reach consensus on key issues.

Takes plural verbs and pronouns when staff members are acting individually. Add *members* if singular form is awkward or confusing.

His staff will deliver their forms to Accounting.

The Call Center staff respond to member calls every day.

State of California, state of California Capitalize when using the full phrase in reference to state government. Lowercase for other uses.

He works for the State of California. The state hires many attorneys each year.

The state of California is part of the Pacific Rim.

state, the state Lowercase

The state contributes 2.017 percent to the Defined Benefit Program

statewide One word, no hyphen

Supplemental Benefit Maintenance Account

Survivor Benefit Leading caps for the specific CalSTRS benefit, lowercase for general reference.

He selected Coverage B, Survivor Benefit.

Your family may be eligible for survivor benefits.

T

Teachers' Retirement Board

Teachers' Retirement Fund

Teachers' Retirement Law

Teletalk Replaced by online Quick Topics.

that, which Use *that* for essential clauses (necessary to understand the sentence) – no commas. Use *which* for nonessential clauses (sentence makes sense without it or the clause is parenthetical). A comma always precedes *which*.

His remembered the day that his wife filed for disability benefits.

CalSTRS.com, which is filled with information, includes useful features such as the *Retirement Benefit Calculator*.

titles of publications Italicize in running text, but not in lists.

Capitalize prepositions of four or more letters; capitalize articles of fewer than four letters if the word is first in the title.

The Guide to CalSTRS Disability Benefits

Moving Into Retirement

U

URL, URLs Uniform Resource Locator; an Internet address. If the URL breaks at the end of a line, break before a dot or slash. Use *Web link* or *Web address* to refer to a URL in text. When typing a URL in a document, be sure to follow the letter case shown on your Web browser.

U.S. Always with periods and no space between letters. Use abbreviation as an adjective, spell out as a noun:

A U.S. citizen

Outside the United States

unmodified retirement benefit Use *Member-Only Benefit*, instead.

utilize Say *use* instead (unless *utilize* means *to make practical and effective use of*).

He can use a computer in his work.

She utilizes the model for complex data analysis.

V

Verbal Means written or oral. Use *oral* when referring to spoken words.

W

Web site Two words; capitalize Web.

Web page, Web address, Web link, the Web

Except: webmaster, webcast

who, whom Use *who* for subjects and *whom* for objects.

All of the customers went to the clerk *who* worked quickly. (*Who* is the subject of *worked*.)

Whom should I contact for this information? (*Whom* is the object of *contact*.)

Windfall Elimination Provision

workers' compensation Lowercase. Not workman's compensation.

X

Y

Z

Writing Guidelines

Connecting With the Reader

To engage your reader, strive to make writing personal, professional and friendly. Connecting with the reader is essential. You can accomplish that better when you use a consistent tone, focus on the reader's viewpoint and project what will benefit the reader.

Writing in a reader-centric manner is more effective and meaningful than simply describing program features. For example:

Use: This section highlights the CalSTRS services and programs that can help you develop a retirement plan

Not: This section describes CalSTRS programs and services and identifies what is necessary for retirement planning.

Where possible, use *you* in the text to focus on the reader. Or if explaining general concepts that do not allow you to write in second person, refer to *members*. Also:

- Avoid using abbreviations and acronyms. These create a bureaucratic, unfeeling tone.
- Avoid legalese. It's OK to say *under penalty of perjury* but don't add *punishable by up to four years in state prison under penal code...* Communications to members should be free from threats. Also, it's OK to *use under state law* or *under federal tax law* but don't include chapter and verse citations in general writing (you may need to cite a statute or regulation in specific member correspondence).
- Explain terminology in a straightforward manner. For example:

If you select the 75% Beneficiary Option, your designated option beneficiary will receive 75 percent of your benefit amount after you die.

Tone

The tone of the piece creates the relationship between the writer and the reader. Check if the tone is too formal, overly authoritative or preachy. Is it condescending or distant? Will the tone win the reader's trust and convey what the reader needs and wants to learn? Or does the tone put off your reader in any way?

Because external writing represents CalSTRS, it should adopt a consistent tone that conveys:

- Respect – A respectful tone is accomplished by speaking directly to the reader, never offending.

- Trust – A certain and reassuring tone will help the reader trust that information is accurate and in their best interest, making CalSTRS a trusted adviser.
- Empathy – A friendly and professional tone tells the reader that we are concerned about their needs. We solve problems and answer questions—not simply describe programs and policies. By writing carefully, you can be both authoritative and empathetic when dealing with a difficult situation.

Use contractions to convey a friendly, conversational tone, when appropriate (but avoid in formal or legal writing). Contractions help the reader move through the text easily and quickly.

To analyze the tone, please read and reread your work with a fresh eye. Also look for anything that conveys bias, stereotyping, or insensitivity.

Bias-Free Writing

Avoid Stereotypes

Be aware of words and images that might convey stereotypes, prejudice or gender bias to any potential reader. All text, photos and examples should show a diversity of people participating in CalSTRS programs and benefits.

In examples, also use a variety of first names that represent male, female and different cultural backgrounds. If showing families in photos and examples, also consider representing non-traditional families.

Here are a few key words and phrases to avoid:

<i>Instead of:</i>	<i>Use these terms:</i>
Chairman	chair
Husband, wife	spouse
Significant other	partner
Teachers	educators
Elderly	seniors

Use gender-neutral or inclusive words instead of masculine terms. For example, use *staff* or *work force* instead of manpower.

If possible, simply cut *his* or *her* from the text.

Use: Each member must plan for retirement.

Instead of: Each member must plan for his or her retirement.

Use *you* instead of *he* or *she*.

You must have 30 years of service credit to retire between the ages of 50 and 55.

Make the subject plural and then use *their*:

All participants will receive a statement of their account contributions and accrued interest.

For more details on gender references, see Pronoun-Antecedent Agreement and Gender References later in this guide.

Writing About People With Disabilities

Emphasize the person, not the disability. Try to use terms that refer to physical differences as nouns, not adjectives. For example, *members who are blind* or *members with low vision*. Do not categorize an entire group of people by using *the blind*, *the disabled*.

Use: Members who are blind can use these system tools.

Not: Our system now offers tools for the blind.

Instead of:

the disabled, disabled members,
members with handicaps,
the handicapped

Use these terms:

members with disabilities

blind, has low vision, visually impaired
(includes people with blindness or
low vision)

hearing-impaired

members who are deaf or hard of hearing

Writing About Sensitive Topics

Use sensitivity toward topics such as death, survivors, aging, and disabilities. The person we know as an “option beneficiary” may be very dear to your reader (but don’t presume that).

Use: Please accept our condolences on your loss.

Not: Please accept our condolences for the loss of your option beneficiary.

Sometimes in an effort to be gentle, writing becomes vague and passive. It’s better to be direct yet sensitive, as vagueness can come across as being cold.

Instead of:

Real/biological parent

Single

Divorcee

Stepchild

Use:

parent

unmarried

divorced

child

Humor

While it may be tempting to liven up subject matter with humor—no matter how innocent it may seem—humor in publications may confuse or offend your reader, be misread as sarcasm, or even come across as patronizing. It's best to tell it straight.

Mood

Mood relates to the intent behind the use of verbs. Used in a grammatical discussion, mood does not relate to an emotional state but to the following classifications:

- Statements as facts (indicative mood)
- Instructions and procedures (imperative mood)
- Hypothetical information (subjunctive mood—*you should ... or we recommend*)

Indicative Mood

When explaining a process or a program, use simple declarative statements with indicative verbs. Indicative mood expresses facts or asks a question. Use this style predominately unless you are writing procedures, which uses the imperative mood.

Full-time employees are automatically enrolled in the CalSTRS Defined Benefit Program.

What happens after I file my application?

Imperative Mood

Imperative mood is for step-by-step instructions, procedures or requests. (Please use sparingly unless you are writing procedures.) The subject *you* is always implied and imperative mood is always in present tense.

Complete the application and send it to CalSTRS before December 31.

Subjunctive Mood

A sentence in subjunctive mood typically contains a clause that recommends something or insists on something that is not yet in existence or based on fact: While subjunctive mood can be grammatically correct, use sparingly.

Preferred (indicative mood): You should meet with a benefit counselor before making decisions that may affect your retirement benefit.

Not: We recommend that you meet with a benefit counselor before making decisions that may affect your retirement benefit.

The following subjunctive mood is unnecessary. Please avoid.

It is important that you meet with a benefits counselor before making decisions that may affect your retirement benefit.

Avoid shifts between moods.

Use: Please complete the forms, but do not mail them earlier than six months before your retirement date.

Not: Please complete the forms, but you do not have to mail them earlier than six months before your retirement date.

Voice

Writing in Active Voice

Voice refers to the relationship between—and the order of—the subject and verb in a sentence. In active voice, the *subject acts* (x does y) whereas in passive voice the *subject is acted upon* (y is done by x).

Active: Jerry wrote the report.

Passive: The report was written by Jerry.

Make sure the subject does the action instead of receives it.

Passive voice is often dull, ambiguous or seems to avoid responsibility. Sometimes the subject disappears completely in the passive voice.

Passive: The report was written.

Passive: Mistakes were made.

These examples leave the reader asking *who wrote the report* and *who made the mistakes*. Passive voice places the burden on the reader to fill in the blanks or figure out the subject-action sequence, as this is the natural process for comprehension. Active voice is specific and makes text easy to read and easy to understand.

Active: We made a mistake on the report.

Passive sentences can also be wordy and cluttered with passive constructions.

Active: Financial experts performed an investment study.

Passive: A study on investments has been performed by financial experts.

Using Active Verbs

Active verbs communicate more vigorously than passive verbs. Watch for forms of the verb *be* (be, am, is are, was, were, being, been). Because these verbs do not convey action, try to convert them to a verb that tells the action with more energy.

Active verb: Please contact a tax professional to determine if the delay violates tax law.

Passive verb: Please contact a tax professional to determine if the delay would *be in violation of* tax law.

Using Passive Voice

Passive voice may be preferred if the:

- Subject is unknown.
- Subject/agent is unimportant compared to the action and what's acted upon.
- Sentence seems to place blame on the reader.

Avoid active: You did not complete the form; therefore, we are denying your application.

Use passive: We cannot process your application because it was not completely filled out.

<i>Changing Passive</i>	<i>To Active</i>
Is required	You must...
Are reminded	We remind you ...
Was sent	We sent the document to you ...
Have been given	We gave you
Will be increased	CalSTRS will increase
Is not received	We did not receive ...

For information on rewriting passive to active voice, see Editing Tips later in this guide.

Tense

Tense establishes a sense of time; that is, the present, past and future time of an action in relation to the time of the writing. This guide focuses on the simple forms of each tense to indicate simple time relations:

Use:	To indicate:	Example:
Simple present tense	Actions occurring at the time of the writing or for actions that occur regularly.	Please call us for more information.
Simple past tense	Actions completed in the past.	We received your application for service retirement. (Note as opposed to We have received...which is past perfect tense)
Simple future tense	Actions that will occur in the future.	If you die before retirement, your recipient will receive a benefit based on the balance in your Defined Benefit Supplement account.

Watch out for tricky combinations of tenses, especially if you use different tenses in one sentence. For example:

If you have been divorced or your registered domestic partnership terminated, or you are presently going through a divorce or termination, there may be a community property interest in your CalSTRS benefits.

Such complex time relations use the form of perfect tenses—sentences that use *have*, *had* and *will have*. CalSTRS documents must address a member's potential death, therefore tenses can get complicated and may require the perfect form as in:

Your surviving spouse or partner can begin receiving the survivor benefit at either of the following times:

- Immediately as of the date of your death. The benefit is reduced if you were under age 60 at the time of death.
- When you would have reached age 60.

For full explanations of present, past, and future tenses—with the simple, perfect, and progressive forms of each—refer to the *Gregg Reference Manual*.

Person

Person relates to the point of view from which the text is written; that is, the point of view of the writer and the grammatical subject of the sentence: first person (I, we), second person (you) and third person (they, he, she, one, it).

In general, use first person to represent the writer's or the organization's point of view, second person to address the reader directly, and third person to write about conceptual material.

Try to be consistent in the point of view while covering one subject.

First Person

CalSTRS text, and business writing in general, is rarely in first person singular (*I*) unless it is a personal letter addressing the reader. When the text is from the organization's point of view, it's common to use first person plural (*we*).

We recommend that you send the forms by certified mail and retain a copy for your records.

In this case, the writer is a member of the group represented by *we*.

Second Person

Most CalSTRS publications predominately use second person. Using second person (*you*) keeps the text focused on the reader and helps to keep writing in active voice.

You can retire as early as age 50 if you have at least 30 years of service credit.

In this case, the reader (*you*) is the subject. Even if you consider the subject as a collective *you* (all members), your writing still addresses the member directly, one at a time as a reader.

Use second person, imperative mood, for procedures, in which case *you* is implied.

1. On the *File* menu, click *Save As*.
2. From the home page, go to *Members*, then scroll down to *Social Security*.
3. To access the online Windfall Elimination Provision calculator, visit the Social Security Web site at www.ssa.gov, select *Calculate Your Benefits*, and then select *WEP Online Calculator*.

Third Person

Third person is appropriate for conceptual text in which you describe a program, benefit, and so on. Third person (*they*) places someone or something other than the writer or reader as the subject.

Retired members can use the online calculator to figure out their estimated benefits.

You can involve the reader more directly by using second person *you*.

If you are a retired member, you can use the calculator to ...

But don't overuse this style as it could become monotonous. Using *members* as the subject may be more accurate.

Members are exempt from the Windfall Elimination Provision if they were eligible to retire from CalSTRS prior to January 1, 1986 ...

Using the organization's name as the subject is also in third person. You can involve the reader more directly by using first person plural *we*.

Under some circumstances, we will request verification of your birth date.

Third person is appropriate for more formal and legal writing and for press releases.

CalSTRS was represented by the Office of the California Attorney General.

Punctuation

Apostrophe (')

Contractions are okay to use for an informal, friendly tone (*don't*, *it's*, *you're*)

For apostrophe placement before or after the s, see the section on Possessives later in this guide.

Colon (:

Use a colon at the end of a sentence to introduce lists, tabulations and so on. Capitalize the first word after the colon if the following is a complete sentence.

We based our decision on three things: expense, time and value.

We promise this: We will always treat you with courtesy and respect.

Spacing: Use one space after a colon.

With quotation marks: A colon goes outside quotation marks unless it is part of the quotation.

Comma (,)

The following explains the most common usage for commas. For details on specific uses, see topics such as dates, numbers and so on in Word Usage.

Commas in a series: Do not put a comma before the conjunction in a simple series.

You can contact CalSTRS by phone, fax or e-mail.

Use a comma before the conjunction in a complex series of phrases or if the meaning is unclear without the last comma.

Other public systems include Social Security, federal civil service retirement, federal military disability, railroad retirement, and any other public retirement system such as disability programs financed from public funds.

Nonessential clauses: Set off nonessential clauses with commas. Nonessential means that the sentence makes sense with the clause removed.

You may choose to restore a portion, rather than all, of the service credit you forfeited when you took a refund.

After introductory clauses and phrases: Use a comma to separate an introductory phrase from the main clause.

When he had learned all about service retirement, he began to learn the disability provisions.

Omit the comma after a short introductory phrase if the meaning is clear. Include the comma if the meaning is unclear.

During the meeting her thoughts drifted to the weekend.

On Monday Don will teach the course on Survivor Benefits.

Use a comma if the subject of each clause is stated.

We visited the Capitol Building, and our representative greeted us on the front steps.

A comma is not required if the clauses share the same subject.

We are visiting the Capitol and plan to see the rose garden.

Commas in a series of adjectives: Use a comma to separate a series of adjectives if the adjectives are equal in rank and could be replaced with an *and*.

a thoughtful, deliberate manner ...(could be a thoughtful and deliberate matter)

a cold, dark night (could be a cold and dark night)

Do not use a comma when the adjective before the noun is integral to the noun phrase.

... convenient direct deposit. *Direct deposit* is a noun phrase.

With quotation marks: Commas always go inside the quotation marks.

Ellipsis (...)

An ellipsis is constructed of three periods with a space on either side. Use an ellipsis to indicate the omission of a word or words. The ellipsis is rarely used in CalSTRS publications. If you have a question about using the ellipsis with other punctuation and other usage, see full details in *The Gregg Reference Manual*.

Em dash (—)

The em dash is the width of an uppercase M. You can create one in Microsoft Word using the following keystroke combination:

CRTL + ALT + Minus sign (on numeric keypad)

Spacing: Use without a space on either side—as shown here.

Use an em dash:

- For an abrupt change in thought in a sentence.
- To set off a complete phrase that includes a series of words with commas.

She named the reasons she liked working there —flexibility, fun and travel.

En dash (–)

The en dash is the width of an uppercase N and slightly longer than a hyphen. You can create one in Microsoft Word using the following keystroke combination: **CRTL + Minus sign** (on numeric keypad).

Spacing: Use without a space on either side, like this: 2006–07.

Use the en dash to:

- Indicate a range of inclusive numbers:
pages 90–95
2006–2007
- Indicate the minus sign in an equation
- Indicate negative numbers

Hyphen (-)

General rule: Use a hyphen if ambiguity would result without it.

He recovered the data. He re-covered the chair.

She was a small business owner. She was a small-business owner.

In prefixes and suffixes: Use a hyphen to avoid doubled vowels and tripled consonants, unless the word is found without the hyphen in the dictionary.

anti-inflammatory

fall-like weather

preelection

cooperate

With numerals: If numbers must be spelled out—for example, at the beginning of a sentence, use a hyphen if the first word ends in *-ty*.

Twenty-one, Fifty-five

Compound modifiers: When two or more words express a single concept and precede a noun, use a hyphen to link the words. Do not use a hyphen when using an adverb that ends in *-ly*.

full-time job

well-known author

easily remembered poem

publicly traded stock

Many combinations that are hyphenated before the noun they modify are not hyphenated when they follow the noun.

She worked at a full-time job.

Her job was full time.

Use a hyphen with fractions that are spelled out.

one-third of the page

two-tenths of one year of unused sick leave

Suspended hyphenation: Avoid if possible, but if you must use, include a hyphen with the first and the second adjective.

Use: Click the upper-right or lower-right corner.

Avoid: Click the upper- or lower-right corner.

Acceptable: During a 20- to 30-minute interview, a counselor will answer your questions.

Parentheses ()

Avoid if possible, as parentheses interrupt reading flow. A more effective method is to use commas or dashes to set off incidental material.

If you must use parentheses, place the period outside a closing parenthesis if the material inside is not a complete sentence (*such as this phrase*). (*A complete sentence places the period inside the closing parenthesis.*)

Period (.)

Spacing: Use one space after a period at the end of a sentence. (Two spaces are for typewriters.)

With quotation marks: Periods always go inside the quotation marks.

Quotation Marks (“ ”)

Don't use to emphasize words, use italics instead. (Be careful not to overuse italics as they can be hard to read.)

Use to introduce and call attention to special terms when first used.

That person is called an “option beneficiary.”

The period and comma always go inside the quotation marks.

The dash, colon, semicolon, question mark, and exclamation mark go outside the quotation mark unless they apply to the quoted matter. For guidelines on direct quotations and running quotations, see *The Gregg Reference Manual*.

Semicolon (;)

Rarely used in modern writing.

Do not use a semicolon at the end of bulleted items in a list. For details see Bulleted Lists in Formatting Guidelines.

Use to link independent clauses. The semicolon stands in for missing conjunctions (and, but).

The mail is usually delivered in the morning; it arrived this afternoon.

Use to separate elements in a series when the items in the series are long or when segments contain items that must also be set off by commas.

I certify under penalty of perjury that I am not legally married or registered as a domestic partner; I have never married or registered as a domestic partner; or I am divorced, widowed, or have terminated or dissolved my domestic partnership; or my spouse or partner has died.

Note: Use the semicolon before the last *or* in such a series.

Consider breaking longer independent clauses into separate sentences or organize into a bulleted list rather than joining them with a semicolon.

Single quotes (‘ ’)

Use single quotes only for quotes within quotes. Do not use for emphasizing words. Use italics instead. (Be careful not to overuse italics as they can be hard to read.) For guidelines see *The Gregg Reference Manual*.

Slashes (/)

Avoid using *and/or*. Also avoid using a slash between other words as the intent is unclear to mean *and* or *or*.

Be aware of forward and backward slashes in URLs for the purpose of accuracy.

Capitalization

Rules for Capitalization

In general avoid unnecessary capitals. Use lowercase unless there is a specific reason for capitalizing.

Do not use all uppercase to emphasize a word. Use italics instead (be careful not to overuse italics as they can be hard to read.). Also do not use all uppercase in headings and subheadings. Instead use larger type size to indicate the hierarchy of content. For details, see Heading Style and Usage later in this guide.

Proper Nouns: Capitalize nouns that identify a specific person, place or thing.

Mary

California

Proper Names: Capitalize common nouns (in this example, party, river and county) when they are an integral part of the full name of a person, place or thing.

Democratic Party, American River, San Joaquin County.

But lowercase these nouns when they stand alone in subsequent references.

the party, the river, the county

Lowercase the common noun in all plural uses.

the Democratic and Republican parties, the Sacramento and American rivers.

For details on capitalizing certain words and CalSTRS terms, see specific entries in the section, [Word Usage](#).

Formal Titles

Capitalize formal titles used directly before an individual's name.

President George W. Bush

Lowercase and spell out titles not used with an individual's name.

The governor issued a statement.

Lowercase titles set off by commas.

Jerry Brown, the attorney general, held a press conference.

Abbreviated Titles: These titles are capitalized and abbreviated when used before a name:

Dr., Gov., Rep., Sen.

Spell out all of these when used in quotations.

Former Titles: Capitalize formal titles if used before the person's name, but do not capitalize the qualifying word.

former President Carter

Long Titles: Separate long titles from the name with commas and use lowercase. See Titles in *The Gregg Reference Manual*.

Publication Titles and Headings

Use title caps for names of publication titles, headings and subheadings, and titles of forms and programs. Some lower level subheadings may use sentence caps.

Note: Title caps means that each word has a leading capital letter, with exceptions noted below. Sentence caps (also called “down style”) means that only the first word has a leading capital letter.

Capitalize all principal words: nouns, verbs including *is* and other forms of *be*, adverbs such as *than* and *when*, adjectives including *this* and *that*, and prepositions and conjunctions of four or more letters.

Do not capitalize an article (*a, an*), coordinate conjunctions (*for, and, but, or*), or *to* unless these are the first or last word in a title. Capitalize the first and last word in a title regardless of the parts of speech.

Retiring From More Than One Public Retirement System

A Brief History of CalSTRS

Information to Look For

If a publication heading contains hyphenated words, capitalize both words as in these chapter names.

One-Time Death Benefit

Pre-Retirement Election of an Option

Capitalize and italicize names of publications in running text.

See the information on retirement in your CalSTRS Member Handbook 2007.

A detailed application is found in Your Retirement Guide.

Names of Forms: Use title caps for names of forms and italicize. Use lowercase and regular type for the word form.

Retirement Application form

Direct Deposit Authorization form

Use title caps for CalSTRS program names and capitalize the word Program.

Medicare Premium Payment Program

Cash Balance Benefit Program

If naming multiple programs, lowercase the word programs:

Defined Benefit Supplement and Cash Balance Benefit programs.

Abbreviations

Avoid using abbreviations, especially abbreviations or acronyms that the reader would not easily recognize (consider your audience).

Follow an organization's full name with an abbreviation in parentheses when the abbreviated version is common and the first subsequent reference is more than a sentence or two later in the text. But if you use the second reference within a sentence or two after the name, use the full name alone in the first reference.

We use the Simplified Method established by the Internal Revenue Service to determine the taxable portion of your benefit. You may use any acceptable method when reporting to the IRS.

Do not abbreviate months and days of the week.

Do not use:

i.e.—use that is

e.g.—use for example

etc.—use and so on

OK to Abbreviate

Titles before a full name:

Mr., Mrs., Ms. and Dr.

Gov. and Sen. unless Gov. and Sen. titles are part of a quote, then spell out.

After a name:

Jr. and Sr. as in John Smith, Jr.

Co., Corp. and Inc.

Time designations:

a.m. and p.m.

Numbers

This section describes when to use numerals and when to spell them out. It also covers how to present fractions, ordinals, ranges of numbers and when to use commas in numbers.

Numerals or Words

In General

Spell out zero through nine and use figures for 10 and greater. For 1 million or more, use a numeral followed by the word.

3 million

2,000

9 percent

0.4 percent

25 percent (always use numerals with *percent* and other units of measure, including years of service credit)

If multiple numbers are in close proximity, apply the rule accordingly:

Linda will receive a monthly family allowance of \$1,754 as long as she has three eligible children. When her youngest child reaches age 22, or is no longer eligible, Linda, age 57, will have to make a choice.

Beginning a sentence: Spell out the number if it starts the sentence unless the numeral identifies a calendar year.

Thirty teachers attended the workshop.

2006 was a strong year for ...

If spelling out numbers at the beginning of a sentence, hyphenate words that end in *-ty*.

Thirty-one

One hundred twenty-nine years ago ...

Time Periods

When writing a person's age use numerals, for example, *a 5-year-old girl*, otherwise follow general rule, for example, *a five-year plan*.

Other examples:

If you are age 55 and have at least five years of service credit...

Fewer than 25 years of service

a six-month period

one school year

any number of years from three to 10

an annuity of three to nine years

the maximum age factor of 2.4 percent at age 61½

Units of Measure

Use numerals for measurements including distance, volume, size and so on, even if the number is less than 10. This rule does not apply to units of time such as days, months, and years as explained in the previous topic.

2 MB

8 ½-by-11-inch paper (use hyphens with the measurement if used as an adjective)

Page Numbers and Coordinates

Always use numerals with *page* and other coordinates:

See page 9

section 3

chapter 12

step 2

check box 2

Options 2 through 5 (program name)

Ordinals

Spell out ordinals *first* through *ninth* to indicate sequence in time such as *first to answer*. Use figures beginning with *10th*. Don't add an -ly to the ordinal as in *firstly*, *secondly*...
Don't use ordinals with dates.

June 13 *not* June 13th

Using commas in numbers: In general, use commas in numbers that have four or more digits except for years, page numbers and baud rates.

2,500 years

the year 2007

Fractions

For figures less than one, spell out amounts using hyphens:

one-half, two-thirds, two-tenths of 1 percent

If the figure is more than one, use fractions:

60½, 2⅔

Decimals

Add a zero before the decimal point if the amount is less than one:

The factor is increased by 0.033 for every quarter year of age to a maximum of 2.4 percent.

Ranges of Numbers

Repeat the range label:

\$7 million to \$12 million, not \$7 to \$12 million

3 percent to 15 percent, not 3 to 15 percent

Range of years:

2006-2007 (full years) or FY 2007-08 (half of each year)

Percent

Spell out word *percent* in text.

- Always use a numeral with percent:
45 percent, 3 percent, 1 percent
- If a decimal point is required, use a zero before the decimal:
0.5 percent.
- Repeat value if a range:
10 percent to 30 percent, not 10 to 30 percent
- OK to use % symbol in tables.
- OK to use % in titles and headings for programs such as:
50% Beneficiary Annuity, 75% Beneficiary Annuity, and 100% Beneficiary Annuity

Dates

- Spell out days of the week and months.
- Don't use numeric format for dates:
4-10-07 or 4/10/07
- When a phrase includes only the month and year, do not separate the year with a comma.
A teacher who withdrew \$10,000 in May 1993 and wants to purchase those years of credit in April 2005...
- When a phrase includes the month, day and year, place a comma after the year. For example:
Please return the form between June 30, 2007, and December 31, 2007.

- Don't use *st*, *th*, *nd* or *rd* after a figure such as April 14th. Use April 14 instead.
- Don't use an apostrophe before the *s* in decades and centuries: the 1990s, the 1900s, the '90s

Cross-References

Cross-references direct readers to related information that will help them in fully understanding the material. You can make cross-references to information in the same publication or in external sources.

For the purpose of clarity and consistency, first state *what* the reader will look for and then *where* to find it.

References Within the Document

To reference material within the same section or chapter, use this form:

For details, see *Guidelines for the Retirement Application Process* later in this section.

Don't use *above* or *below* unless the material is visible on the same page and will stay that way after typesetting. Use *earlier* or *later*. Don't place topics in quotes or italics.

To reference material in another section or chapter, use this form naming the section number and title:

For a list of benefits counseling locations and telephone numbers, see section 4, *Building Your Financial Future*.

Or this more general reference:

For details, see section 8, *Disability Benefits*.

To reference a specific topic in another section or chapter, use this form:

For more information, see *About Social Security* in section 5, *Approaching Retirement*.

Or for more general reference that indicates the location without the entire section name:

For more information, see *About Social Security* in section 5.

Referencing Another Document

When referring to information in another document, simply refer to the document title—without a specific topic or section name—as these may change. For example:

For a complete application package, see *Your Retirement Guide*.

For the types of service you may purchase, see the *Purchase Additional Service Credit* brochure.

General Guidelines:

- Italicize document titles, including handbooks, guides, brochures and forms. Use title caps for topics and section titles (no italics or quotes).
- Don't rely heavily on cross references. Too many can be frustrating to read.
- If you must repeat information, state where it was already written. For example:
... as described earlier in section 2, *Your Membership and Benefits*.
- Avoid specific page number references as they are laborious to create unless you use an automated page bookmark function such as in Word. Also, if the reference is too specific, you risk inaccuracy if the referenced text changes in the future.

Referencing Internet Addresses

Internet addresses include e-mail addresses and Web sites. Always show the CalSTRS Web address as it appears in its branding style.

You can also obtain information from the CalSTRS Web site at www.CalSTRS.com.

If an Internet address falls at the end of a sentence, place a period at the end.

You can find information on benefits at www.CalSTRS.com.

If an address must break between lines, make sure the line break is directly before a dot or slash. Do not insert a hyphen as it will be interpreted as part of the address. For example:

For more information, see www.CalSTRS.com/ContactUs

To reach the author, write info@xyzcompany.com

If you are clearly referring to a Web site, it's OK to drop the www at the beginning of the address:

Call CalSTRS at 800-228-5453 or visit CalSTRS.com.

Use the letter case shown in the Web browser.

Possessives

For all forms of possessives indicating ownership, refer to the *Gregg Reference Manual*. Here is a quick reference for forming possessives in CalSTRS documents:

When to Add 's

Place the apostrophe *before the s* in the following forms.

Singular nouns *not* ending in s:

your employer's contributions

a member's benefit

the beneficiary's age

Plural nouns *not* ending in s:

children's benefits are payable

women's rights

Singular nouns ending in s if the next word does *not* begin with s:

The witness's answer vs. the witness' story

When to Add s'

Place the apostrophe *after the s* in the following forms.

Singular proper names ending in s:

Lois' benefit

Kansas' schools

Singular nouns ending in s if the next word begins with s:

The witness' story vs. the witness's answer

Plural nouns ending in s:

Teachers' Retirement Program

workers' compensation

California Employees' Retirement System

Apostrophes and Pronouns

Do not use an apostrophe with personal possessive pronouns:

its

whose

his, hers

ours, yours and theirs

Use an apostrophe with a personal pronoun only when it is a contraction:

it's (it is)

who's (who is)

you're (you are)

Follow the rules in this section to form possessives of other (indefinite) pronouns:

others' plans

anyone's health

For more information on apostrophe use, see Punctuation earlier in this guide.

Avoid forming a possessive using the CalSTRS acronym as in *CalSTRS' members*. Use CalSTRS as an adjective.

General Rules of Good Writing

Use Plain Language

Writing in plain language is a gift to your reader because all readers want to understand something the first time they read it. If you, the writer or editor, must reread text to understand it, then it's probably time to rewrite it. For details, see Editing Tips.

To make your writing easy to understand, follow these guidelines:

- Don't use jargon, bureaucratic language or specialized CalSTRS terms when you can use plainer words.
- Avoid nominalizations; that is, turning a verb or adjective into a noun with endings such as -tion, -able, -tive, -ness and -ance. For example, don't say *in application of* to mean *apply*, or *it is our recommendation that* to mean *we recommend* and so forth. These bureaucratic sounding words may also indicate passive voice.

Use: We will notify you by July 31.

Not: You will receive notification by July 31.

- Use simple verb tenses: present, past and future. For example:

We received your application for service retirement.

Not: We have received ...

- Use declarative sentences (subject-verb-object). Readers expect to see a verb follow closely after the subject.

Jerry wrote the report.

Not: Jerry, whose mother was a CalSTRS member back in the 1950s before she left teaching and became a homemaker, wrote the report.

- Vary sentence length between simple and compound sentences to avoid choppiness. Variety helps to move the reader's eye along.
- Cover one topic in each paragraph and keep paragraphs short.

Structure and Concise Phrasing

To keep your reader reading, write to make material easy to understand and easy to find. You can explain technical information clearly if the structure is concise and straightforward. The arrangement of a cluttered sentence can often be what makes it confusing.

For example, you can reorganize a long sentence to put less emphasis on disclaimers and long program names. In this example, while the rewrite is still long, changing to active voice speaks more directly to your reader and puts the primary condition first:

Original: These benefits will be paid only if no Option Beneficiary was selected to receive a continuing benefit after your death, or you have no spouse, registered domestic partner or children eligible to receive a Family or Survivor Benefit Allowance after your death, if you are an active member at the time of your death.

Rewrite: If you are an active member at the time of your death, your designated recipient will receive these benefits if (1) you have not selected an option beneficiary to receive a continuing benefit after your death, or (2) you have no spouse, registered domestic partner or children eligible to receive a Family or Survivor Benefit Allowance.

The rewrite identifies *who pays* and *who receives* benefits, and the structure guides the reader's eye forward without the jolt of combining *after your death* followed immediately by *if you are an active member*. While the information is technically correct, the original phrasing is unsettling and unclear.

To learn how the look and feel of the piece invites the reader to move through the text, see [Formatting Guidelines](#).

Subject-Verb Agreement

Books on grammar contain entire sections that describe the various conditions of subject-verb agreement. In brief, the verb must agree with its subject in person and number. If the subject is singular, use a singular verb:

This study shows clear results.

CalSTRS oversees the Home Loan Program.

Here is the information you requested.

Each member was informed of the change.

If the subject is plural, use a plural verb:

Here are the forms you should order.

We sent you a request.

Many retirees attend the conference.

Two types of post-retirement benefit enhancements support the purchasing power of retired CalSTRS members.

Several studies were conducted.

Pronoun-Antecedent Agreement and Gender References

This agreement is more difficult to apply than subject-verb agreement. Making the pronoun agree with its antecedent—that is, the person or thing the pronoun refers to—is difficult with singular personal pronouns because writers don't want to use a particular gender in general references.

To avoid the *he or she* issue, some writers use the plural *they* to refer to a singular antecedent, but this is not yet considered acceptable.

Suggested write-arounds

Make the antecedent plural:

Singular: Even if the *beneficiary* is not eligible for a cash Social Security benefit, *he or she* may be eligible for Medicare.

Plural: Even if *beneficiaries* are not eligible for cash Social Security benefits, *they* may be eligible for Medicare.

Omit the pronoun altogether:

Even a beneficiary who is not eligible for a cash Social Security benefit may be eligible for Medicare.

If you cannot write around this problem, continue to use *he* or *she*. Do not alternate between *he* in one sentence and *she* in another. And do not use *he/she* or *s/he*. Again, where possible it's better to use a plural subject such as *members* instead of *member* to avoid the *he or she* issue.

His/Her example:

Correct: Under Option 4, upon your death or the death of your option beneficiary, two-thirds of the modified benefit you were receiving will be payable to the survivor for his or her lifetime. (Relates back to singular "survivor.")

Incorrect: Under Option 4, upon your death or the death of your option beneficiary, two-thirds of the modified benefit you were receiving will be payable to the survivor for *their* lifetime. (Incorrectly relates back to singular "survivor.")

This example switches between he or she and they.

Incorrect: Even if the beneficiary is not eligible for a cash Social Security benefit, he or she may be eligible for Medicare as a spouse, widow or widower if they are not insured for Medicare on their own.

Its/Their examples:

Correct: For members retiring with 25 or more years of service credit, CalSTRS uses their highest one-year compensation in their retirement calculation. (Their refers to plural members.)

Correct: After the committee meets, it will make its own independent decision after hearing arguments from both sides. (It refers to singular committee.)

Collective Nouns—Verb Agreement

Typically, collective nouns such as staff, committee, board, class and family are treated as singular. Make sure the verb agrees with the collective noun.

The board meets once a month.

Sometimes the collective noun can be treated as plural where the focus is on the individual members of the group. If the sentence sounds awkward, rewrite it to make the meaning clearly plural:

Staff write responses to each inquiry.

Staff members write responses to each inquiry.

Collective Nouns—Pronoun Agreement

Collective nouns such as staff, committee, board, district and family identify a class or group. Treat the noun as singular if it functions as a unit and make sure the pronoun agrees with the collective noun (antecedent), for example.

Unit: The school district set forth its new agenda.

Individuals: The board put their signatures on the form.

If treating the collective noun as plural, you may want to add the plural antecedent *members* to the sentence:

The board members added their signatures to the form. (More clearly identifies individuals.)

Parallelism

Make sure that all phrases or clauses in a sentence have similar structure. Parallel elements make the text more predictable and therefore improve readability. For example:

Not parallel: You can retain your retirement benefit effective date if the signature page *is completed*, your employer *filled it out*, and you *send it* to us within 30 days.

Parallel: You can retain your retirement benefit effective date if the signature page *is completed, filled out by your employer and sent to us* within 30 days.

Also, make sure to maintain a parallel structure in lists; that is, the lead-in must work with the first word of each bullet point. For example:

Not parallel (Two bullets start with a verb, one starts with an adjective)

You should contact CalSTRS if you:

- Return to employment or become self-employed
- Change your address
- Workers' compensation benefits change

Parallel (all bullets start with verbs)

You should contact CalSTRS if you:

- Return to employment or become self-employed
- Change your address
- Receive a change in benefits from workers' compensation

For complete information on grammar, see *The Gregg Reference Manual* or *A Writer's Reference*.

Editing Tips

This section provides tips for editing problem areas. Also, please rely on your ear. The best way to find problem areas is to read your work aloud.

Rewrite Passive Voice

Active verbs communicate more vigorously than verbs in passive voice and forms of the verb *be*: *be, being, been, am is, are, was, were*. Passive verbs are weak because their subjects receive the action instead of *do* the action; forms of *be* verbs are weak because they convey no action.

While not all forms of *be* verbs must be rewritten, if an active verb works instead, please use it.

Check your work for these passive indicators: forms of the verb *be, is, are, have had, has been*, and words ending in *-ed*. Also look for words ending in *-tion* that can be recast into active verbs. The following example is passive (and negative):

Passive: CalSTRS cannot deduct insurance premiums before the authorization form is forwarded to us by the insurance carrier.

- Find key words to identify passive voice: *is forwarded* and *by*.
- Ask who will forward? ... the insurance carrier forwards the authorization form to us.
- Rephrase the negative CalSTRS cannot deduct ... into a positive statement:

Active: CalSTRS will deduct insurance premiums after the insurance carrier forwards the authorization form to us.

The rhythm of passive sentences can be dizzying and monotonous.

Passive: A study on investments *has been performed by* financial experts.

Active: Financial experts performed an investment study.

Placing Limiting Modifiers

All modifiers should point to the words they modify. Place limiting modifiers such as *only*, *almost*, and *nearly* directly before the word it modifies:

CalSTRS only accepts original signatures (and nothing else?)

Should be: CalSTRS accepts only original signatures. (no copies)

Prepositional Phrases

You can simplify your writing and make it more direct by reducing the number of prepositional phrases.

Try: The company's fourth quarter profits were about the same this year as last.

Instead of: The profits of the company in the fourth quarter of the year were about the same as its earnings in the last quarter of the previous year.

Split Infinitives

An infinitive consists of the word *to* and a verb (to think, to drive); a split infinitive is when an adverb is wedged between *to* and the verb as in *to quickly think, to slowly drive*.

Correct: The manager asked the team to increase its profits significantly.

Split infinitive: The manager asked the team to significantly increase its profits.

Do not split infinitives unless it sounds more natural.

Dangling Modifiers

A dangling modifier is a modifying phrase that does not modify any element in the sentence—it hangs alone.

Correct: After teaching for five years, you can use this form to change your status.

Dangling: After teaching for five years, this form can be used to change your status.

Misplaced Modifiers

A misplaced modifier makes a sentence ambiguous or wrong because the modifier is placed too far from the word it is supposed to modify. Make sure that modifiers relate to the correct word. To fix a misplaced modifier, move the modifier or rewrite the sentence. In the following example, the introductory phrase modifies *you*.

Correct: By attending one of our workshops, you will receive helpful recommendations from benefit counselors.

Misplaced modifier: By attending one of our workshops, benefit counselors will give you helpful recommendations.

Edit Wordiness

Edit out extra words such as *there are*, *in order to*, *the fact that*, and where unnecessary, *that are*.

Starting sentences with the vague *There are* or *There is* can become a habit. You can edit such sentences to be more clear and concise. First, rearrange the subject.

Better: The Windfall Elimination Provision and the Government Pension Offset have exceptions and limitations...

Instead of: There are exceptions and limitations to the Windfall Elimination Provision and the Government Pension Offset.

When rewriting *there are* sentences, a *that* is usually nearby for easy removal, for example:

Better: Many factors go into maintaining a strong and responsible portfolio.

Instead of: There are many factors *that* go into maintaining a strong and responsible portfolio.

Unnecessary language often takes the form of an introductory lead-in:

Simply start with a declarative opening:

The purpose of this letter is to inform you...

We have not received your ...

We are writing to let you know we are processing...

We received your application and ...

The option under which your benefit was modified at the time of retirement...

When you retired, your benefit was modified ...

To make writing concise, look for any opportunity to reduce clauses to short phrases and phrases to a single word. If a sentence is complicated and unwieldy, try breaking it apart into a bulleted list.

Rewrite Negative Statements

Do not pair negative modifiers such as *no*, *not* or *never* with other negative words such as *nothing*, *none* or *no one*. This double negative form equals a clumsy positive.

Correct: You can choose not to receive anything through e-mail.

Or recast as positive: You can choose to stop receiving e-mail.

Instead of double negative: You can choose to not receive nothing further through e-mail.

*(This sentence also has a split infinitive – *not* is stuck between *to* and the verb, *receive*)*

Negative statements can be confusing.

The amount of the reduction under the Windfall Elimination Provision cannot be more than one-half of the CalSTRS pension based on earnings after 1956 that were not covered by Social Security.

If possible, rewrite to make it a positive statement.

The Windfall Elimination Provision amount must be less than one-half of the CalSTRS pension based on post-1956, nonSocial Security earnings.

Using Microsoft Word Tools

The Microsoft Word Spelling and Grammar function is a useful tool for checking your work, even though it is not perfect. While you may need to override some items marked for change, such as some passive voice or the placement of an adverb, please use the tool as an aid to identify what you may need to rewrite.

To set up the Spelling, Grammar and Readability check:

1. On the *Tools* menu in Word, click *Spelling and Grammar*.

2. On the *Spelling and Grammar* window, click the *Options* button.
3. Under *Spelling* on the Spelling & Grammar tab, select options such as *Check spelling as you type* and *Always suggest corrections*.
4. Under *Grammar*, select options such as *Check grammar as you type* and *Check grammar with spelling*.
5. To scan your work for readability, click the *Show readability statistics* box.
6. Under *Writing Style*, select *Grammar Only*; then click the *Settings* button. (You can select *Grammar and Style*, but then you'll need to make sure Word's suggestions match this guide.)
7. On the Grammar Settings window, select all appropriate check boxes regarding the grammar check function such as *punctuation* and *subject-verb agreement*, and then click *OK*.

Remember that Word is only a software program and you are a human with judgment who can understand context. Sometimes the program is wrong.

Readability Statistics

To run spell check, press *F7*, click the *abc* icon on the toolbar, or on the *Tools* menu click *Spelling and Grammar*. Microsoft Word will check spelling and grammar and then display the readability scores for the text.

The Readability Statistics window shows word, sentence and character counts, as well as the percent of passive sentences, the Flesch Reading Ease and the Flesch-Kincaid Grade Level.

Try to achieve these goals:

- The lowest percentage of passive sentences—12 percent or lower.
- A higher Flesch Reading ease number, such as 50 or greater. In this calculation, which is based on the average number of syllables per word and words per sentence, a higher Reading Ease number means better readability. To improve readability look to reduce the number of syllables in words such as changing *recommendation* to *recommend*, and so on. Also, where appropriate, you can break up some long sentences into shorter sentences.
- A Flesch-Kincaid grade level of 8 or 9. Strive to write materials to an 8th or 9th grade readability level. There are times,

however, when some text ends up a higher grade level because the topic is very complex or requires use of specialized language.

Don't rely completely on these statistics—view them as a general check to help you make editing decisions.

Proofreaders' Marks

Mark in margin	Meaning	Mark in text	Result
<i>Deletion and insertion</i>			
	delete	tax compliances s	tax compliance
	close up/delete space	au ditor	auditor
	delete and close up	th r ough	through
	leave as-is above dots	tax which applies	tax which applies
#	insert space	tax(fee)	tax (fee)
✓	insert here (or make superscript)	H ² O	H ² O
	insert here (or make subscript)	sales _{and} use tax	sales and use tax
<i>Punctuation marks</i>			
○	insert period	tax applies to the sale.	tax applies to the sale.
↑	insert comma	"It's taxable," he said.	"It's taxable," he said.
:	insert colon	three types: sheep, goats.	three types: sheep, goats.
;	insert semicolon	gross sales; line two is for	gross sales; line two is for
" / "	insert quotation marks	"Taxable Sales," page 11	"Taxable Sales," page 11
↓	insert apostrophe or single quotation	the appellants' return	the appellant's return
=	Insert hyphen	site-specific information	site-specific information
(/)	Insert parentheses	see page 11	(see page 11).
? /	Insert question mark	Did you know?	Did you know?
<i>Style of type</i>			
wf	wrong type style; set in correct type	that dog won't hunt	that dog won't hunt
lc	set in lower case	the board president	the board president
caps	set in capital letters	iris is an acronym	IRIS is an acronym
ital	set in italic type	your sale is <u>not</u> taxable	your sale is not taxable
bf	set in bold type	Definitions	Definitions
rom	set in Roman type	tax applies to your sale	tax applies to your sale
<i>Position and paragraphs</i>			
¶	start paragraph	... tax applies. ¶ If your sale. . .	
flush ¶	no paragraph indentation	← This is the start	
]	move to right	Phone numbers]	
[	move to left	[one number	
] [	center	] Application of tax [	
tu	transpose letters in a word	appl a cation of tax	application of tax
ti	transpose circled item	This the beginning is	This is the beginning
<i>Miscellaneous</i>			
	spell out	appt with the auditor	appointment with the
	ellipsis	here, but the time	here . . . but the time

From *Creating and Revising Publications*, State Board of Equalization, 2005.

Formatting Guidelines

Formatting gives a document its look and feel. A document's appearance, or formatting, helps or hinders the reader's ability to find information and to comprehend the material. Make sure to present all text and graphics in a consistent manner, use plenty of white space, use tables to organize complex material, and so on. This section provides guidelines on how elements in a document should appear.

Accessing Templates

Several CalSTRS templates are available for producing documents in Microsoft Word, Excel and Power Point. To maintain a consistent appearance in the documents you create, you may access these templates as follows:

Go to the CalSTRS Central intranet, <http://central>:

1. Click Communications Tools, then click CalSTRS Logos & Templates.
2. Open the template of your choice.
3. Save the template in your personal folder with a different name and a .dot extension.
4. Type changes in the fields marked with { }.

Each template includes instructions and tips for setting up your particular document. Remember when using templates, always Save As in your personal document folder before filling in the template.

Page Setup

Margins

While CalSTRS templates are preset with the proper margins, as a rule of thumb Word document margins should be set at:

- A minimum of 1.25 inches for left and right.
- A minimum of 1 inch for top and bottom.

Documents in final layout should have a margin of at least 1 inch on all sides.

Always use a ragged right margin. Research in readability indicates that text with a ragged right margin is easier to read than justified text.

Indenting and Spacing

In Word documents, use the align-left style for paragraphs—that is, do not indent the first line of each new paragraph. For documents in final layout, indent the first line in each new paragraph about 0.25 inches.

Note: For all draft Word documents sent to Communications for editing, please make sure that the paragraph line spacing is set to *double* or *1.5*.

At a minimum, leave one blank line space between paragraphs. Ideally, leading styles are set up for paragraphs so that when you press *Enter*, the proper space automatically appears after the paragraph for example, this paragraph has 7.25 points set before the paragraph and 0 points set below.

Page Numbers

Position page numbers at the bottom of the page, aligned on the right side of the footer for right-facing pages and aligned left for left-facing pages—if the final piece will be double sided. For one-sided documents, align the page number on the right side of the footer.

You can insert page numbers via the *Insert* menu in Word, or you can set up page numbers in the footer styles. For double-sided pages, make sure that the odd page numbers are on right facing pages and even page numbers are on left facing pages. Typically, page numbers do not include a section or chapter number as in 2-14. Also see Headers and Footers.

Fonts

Use a sans serif typeface for all headings and subheadings and a serif typeface for body text.

Sans serif typeface examples: Arial, Verdana, Century Gothic

Serif typeface examples: Times New Roman, Book Antiqua, ITC Berkeley Oldstyle

For Commercially Printed Documents

- The Berkeley and ITC Franklin Gothic typeface families—the preferred fonts to use in all commercially printed materials for CalSTRS.
- Use only the preferred versions of the font and never distort the type (condense or expand).

Using these fonts will ensure that all communications materials are distinct and recognizable.

Franklin Gothic Book (this is 11 point)

Berkeley Book

For Internal Documents and Drafts

Times New Roman for body copy (11 pt.) and the following for headings and subheadings:

Arial 16-point, bold, for 1st level headings – section titles

Arial 13-point, bold for 2nd level subheadings

Arial 11-point, bold for 3rd level subheadings
[some docs use italicized headings]

Arial 10-point, bold for 4th level subheadings

Italics

Emphasizing Words

Use italics to emphasize words instead of bold type or quotes. Be careful not to overuse italics as they can be hard to read. Rewrite to add emphasis if necessary.

Correct: Most employers participate in the Employer Pick-Up Program ... The member's contributions to CalSTRS are *picked-up* by the employer for the sole purpose of deferring income taxes on that portion of compensation.

Correct: Federal and state laws require employers to make reasonable adjustments for employees. Making such adjustments is known as *reasonable accommodation*.

Correct: CalSTRS uses the *buy and hold* philosophy of investing.

Correct: You must file your form *no later than* the last day of the month.

Incorrect: Most employers participate in the "Employer Pick-Up" Program ... The member's contributions to CalSTRS are "picked-up" by the employer for the sole purpose of deferring income taxes on that portion of compensation.

Never use all uppercase to emphasize words or phrases.

Names of Forms, Publications and Products

Use italics for the following:

- Forms: *One-Time Death Benefit Recipient* form (don't italicize the word form).
- Programs or products: *Retirement Benefit Calculator*
- Publications titles – *Member Handbook, Your Retirement Guide, CalSTRS Connections, Retirement Progress Report*
- *myCalSTRS*
- An online link or topic; for example, click *Resources*.

Heading Style and Usage

This topic covers both style and formatting tips for headings. For guidelines on how to capitalize headings and subheadings, see Capitalization earlier in this guide.

Headings and Subheadings as Guideposts

Headings are guideposts to help readers find information easily. Headings should be as concise as possible yet identify clearly the text to follow; however, keep in mind that the reader may not read the heading, so make sure the first sentence is clear and stands alone.

Correct:

Keep Your Current Retirement System (heading)

To retain your current retirement system, you need to complete a *Retirement System Election* form, provided by your employer. (1st sentence)

Incorrect:

Keep Your Current Retirement System (heading)

You need to complete a *Retirement System Election* form, provided by your employer. (1st sentence)

Avoid using an article (a, an, the) to begin a heading or subheading.

Correct: Reduced Workload Program

Incorrect: The Reduced Workload Program

Try to maintain consistency of headings and subheadings within a section and within a heading level; that is, write headings on the same level in parallel structure (ideally).

-ing Headings

Use a gerund form (-ing ending) heading for procedural or instructional topics (especially in print).

Comparing the Options

Providing a Benefit Before You Retire

Purchasing Additional Service Credit

Imperative Headings

These headings start with a verb and request the reader to do something. Use sparingly.

Consider a Refund Carefully

Infinitive Headings

Use the infinitive style (*To ...*) if introducing an actual procedure. This style would typically be a lower level heading such as level 4.

To Order Publications

To Access the Teletalk System

Noun-Phrase Headings

Use a simple noun phrase if a heading does not introduce instructional text.

Health Insurance

Social Security Program

Pre-Retirement Election of an Option

Question-Style Headings

Question-style headings in second person can personalize the topic. They are useful for leading a reader through a process.

When Is the Form Due?

How Do You File for Disability Benefits?

Frequently asked questions in first-person style imply that the reader is asking the questions. Note the style here is in sentence caps:

Am I eligible to retire?

How much will my benefit be each month?

Do I want to provide a monthly benefit to someone after I die?

Important: Make sure that the headings are consistent within the same main topic. Don't switch back and forth between *You* and *I* questions.

Line Breaks in Headings

Try to keep headings on one line, but if a long heading must break onto two lines make sure that:

- The break aids readability
- Hyphenated words do not break between the two parts of the word
- The break occurs after a whole word—do not hyphenate

Correct:

Guidelines for the
Retirement Application Process

Correct:

If You Terminate Your
CalSTRS-Covered Employment

Lists

CalSTRS documents primarily use bulleted or numbered lists. Use numbered lists if the items occur in sequence or in an order of priority, as in steps in a procedure. Use bullets if the items in a list do not have to appear in a particular sequence.

List Style

Use the following guidelines to create bulleted and numbered lists:

- Capitalize first word.
- Use a period at the end of long sentences or long phrases. If one bullet needs a period, use periods for all bullets.
- Omit closing punctuation if each bullet has only a few words.
- Use parallel style—don't mix bullets that begin with verbs with bullets that begin with nouns.
- To distinguish between *and* and *or* situations, write a clear introductory phrase ending in a colon.

You should notify CalSTRS if you do any of the following:

To apply, you must do all of the following:

Bulleted Lists

The following examples show the style for bulleted lists.

Correct (leading caps, clear *and/or* introduction, closed punctuation):

You should notify CalSTRS if you do any of the following:

- Return to employment or become self-employed after you have been receiving disability benefits, even if you are working only part-time.
- Change your address.

- Receive a change in benefits you receive from workers' compensation.

Correct (leading caps, open punctuation – few words in each item):

The language in the court order must be very specific regarding the following accounts:

- Defined Benefit
- Defined Benefit Supplement
- Cash Balance Benefit

Numbered Lists

Use a numbered list for procedures, steps or other items that must appear in a sequence. Introduce procedures with an infinitive (*To*) phrase. For example:

To log in to *myCalSTRS*:

1. On the CalSTRS Web site, click *myCalSTRS*.
2. In *User Name*, type your name.
3. In *Password*, type your password and then click *OK*.

Use periods after the numbers, not parentheses.

Tables

Tables organize material so that it is easier to understand. A table needs at least two columns and two rows. Typically the first column contains information that relates to information in the second column. Sometimes a table reads like a sentence as in this *if – then* table:

Minimum Full-Time Equivalent

<i>If you are a:</i>	<i>Then the minimum number of working hours is:</i>
Part-time community college instructor	525 instructional hours, plus mandatory office hours, if paid
Community college adult education instructor	875 instructional hours, plus mandatory office hours, if paid
K-12 teacher or any other person who works directly with pupils, including an instructor in an adult education program	175 days or 1,050 hours

Format features:

- Capitalize only the first word in a column heading.
- Capitalize the first word of each table entry.
- Follow punctuation guidelines for Lists described earlier.
- Identify the table clearly with a title. Number tables that will be used in presentation documents, for example, Table 1.
CalSTRS 2007 Investment Earnings.
- Make sure all entries are parallel in structure; for example, begin each entry with a verb.
- Use a sans serif font in tables if they are set apart from the flow of the text—Arial for Word documents; Franklin Gothic Book for commercially printed pieces.

Orphans and Widows

Watch for a single line of printed text that ends up by itself at the bottom or top of a page as follows:

- An orphan is the first line of a paragraph that prints *at the bottom of a page* with the rest of the paragraph appearing on the next page. Move this line to the next page with its paragraph.
- A widow is the last line of a paragraph that prints *at the top of a page*. Adjust the lines of text to either move this line to the previous page or break the previous page so that at least two lines of text appear at the top of the next page. A widow can also be one word or two words appearing on a separate line at the end of a paragraph.

Strive to keep related material together on one page. If a break is necessary, try to have at least two lines move to the next page to prevent a widow/orphan situation.

Word has an automatic setting that prevents widows and orphans. To set this feature:

1. Open the *Format* menu and click *Paragraph*.
2. On the *Line and Page Breaks* tab, click the *Widow/Orphan Control* check box.

From this tab, you can also choose to:

- Keep lines of a paragraph together on a page or in a column (*Keep lines together* check box).
- Keep paragraphs together on a page or in a column (*Keep with next* check box).
- Always force a page break before a paragraph (*Page break before* check box).

Headers and Footers

Letters should include a header that shows the subject, date and page number for every page after page one.

Footers in a publication should generally show the name of the publication, publication date, page number and CalSTRS. Footers should be aligned with the outside edge of the page.

Some CalSTRS documents may include the Web site and phone number.

Telephone Numbers

In all cases, use hyphens within telephone numbers. Do not use parentheses around the area code.

Call 800-228-5453

Table of Contents

When creating a table of contents, please use:

- *Contents* as the title
- A sans serif font such as Arial for Word documents and Franklin Gothic Book for commercially printed documents
- A maximum of two levels of headings and subheadings
- A maximum of two pages for Contents of larger documents
- Dot leaders between each entry and the page number
- Lowercase Roman numeral page numbers on the Contents pages only

Web and E-mail Addresses

Web addresses and e-mail addresses are referred to as URLs, uniform resource locators. In most cases in CalSTRS documents, you will simply name a URL as:

www.CalSTRS.com

www.calpers.com

cashbal@calstrs.com

It is not necessary to include the *http://* in a URL.

It is not necessary to include the *www* before the URL when referring to an entire Web site, not a specific Web page:

CalSTRS.com

If the URL is at the end of a sentence, include the period after the address as in:

Log in to *myCalSTRS* at www.CalSTRS.com.

Go online to www.CalSTRS.com/workshops.

To break a long URL between lines, always split *before* a slash or dot.

Equations

When writing equations, use the lowercase *x* to indicate multiplication.

To insert an equation in text, access the *Microsoft Equation Editor* tool available in Word as follows.

1. Place the cursor in the document where you want to insert an equation.
2. Open the *Insert* menu and click *Object*.
3. Click the *Create New* tab, and then click *Microsoft Equation 3.0* (version may be different) in the *Object type* box.
4. Click *OK* and the equation toolbar appears. You can select symbols and type variables and numbers to build the equation.
5. For complete instructions, open the *Help* menu and click *Equation Editor Help Topics*.

Graphical Elements

From *CalSTRS Graphic Standards for Professional Printers*

Branding

With these standards, we seek to ensure that all of our communications consistently use the organization's identity. This will help to establish CalSTRS in the minds of our members as the member-centric organization expressed by our mission.

This section covers the core visual elements and other graphical items such as symbols, graphs, captions and call outs. For complete details on branding, see the *CalSTRS Graphic Standards for Professional Printers*.

Image Overview of CalSTRS Logo

The “towering T” of the CalSTRS logo graphically illustrates our focus: Trust, Teachers and Tomorrow.

Logo Usage

Our logo, or signature, is a proprietary identity system consisting of two parts: the CalSTRS logo and the CalSTRS tag line – **HOW WILL YOU SPEND YOUR FUTURE?**

These two elements always appear in a fixed relationship. In rare occasions, the logo and tag line may be separated; for example, the logo will appear by itself on signs. Please contact Communications before separating the logo from the tag line.

Do not alter the logo and tag line in any way by distorting, shadowing, or placing at an angle. Never recreate or redraw the logo. Only reproduce the logo and tag line from the approved master electronic artwork available on the G drive under Logos and Communication Templates.

Color Palette Guidelines

The CalSTRS signature should appear in its two core colors (coated and uncoated) whenever possible:

CalSTRS red—Pantone PMS 179

CalSTRS black—Pantone PMS black

CalSTRS grey—Pantone PMS warm Grey 8

Authorized Color Combinations

For color formulas and specifications for reverse reproduction, please refer to the *CalSTRS Graphic Standards for Professional Printers* on Central and the K drive.

In positive color reproduction applications, the CalSTRS logo and tag line may appear only in four combinations:

Two-color: CalSTRS red and black



Two-color option: CalSTRS red and CalSTRS grey



One-color: All CalSTRS red



One-color: All black



Authorized Color Combinations—Reverse Reproduction

For reversed out applications, the logo and tag line must be all white or CalSTRS red. No exceptions, please.

To maintain clarity, legibility and contrast, follow these color selection tips:

- When sufficient clarity is maintained, use the two-color (red and black) version of the logo whenever possible.
- When sufficient clarity is maintained, certain background colors may well support the one-color (black or white) reverse versions of the logo.
- Inherently dark backgrounds should use the reverse version of the signature.
- Avoid placing color logos on backgrounds that don't offer sufficient contrast.
- Avoid placing color logos on backgrounds that create visual tension or on gradients that don't offer sufficient contrast.

- Avoid placing color brand marks on patterned or photographic backgrounds without sufficient contrast.

To maintain distinctiveness through consistency, do not:

- Use any color in the signature other than those specified in this guide.
- Position the signature at an angle or distort the signature in any way.
- Add additional elements to the signature.
- Alter the position of the signature elements (tag line on top for example).
- Reproduce the signature to smaller than 3 picas (1/2") or the signature to 6 picas (1").
- Distort the signature with drop shadows or additional elements.
- Link or add additional typographic elements to the signature (adding a division name, for example).

For examples, see *Graphic Standards for Professional Printers* in the logo section of CalSTRS Central (see Communication Tools).

Using Photos and Other Images

Make sure photos are of highest quality, at least 1200 x 1500 pixels for an 8 x 10 inch photo, or at least 300 dpi.

Accessing CalSTRS *Graphic Standards for Professional Printers*

See the Communication Tools link on CalSTRS Central.

Elements To Include on All External Publications

Make sure all external (commercially printed) publications show the following on an outside cover:

Logo and tag line

California State Teachers' Retirement System

P.O. Box 15275

Sacramento CA 95851-0275

800-228-5453 TTY 916-229-3541

www.CalSTRS.com

Recycle logo and Printed on recycled paper

Rev or version in month/year format; for example, (Unit number Rev 7/08)

Examples: (PAO-210 REV 6/06) (PAO-211 Rev 7/05)

(SR 0377 REV 7/06)

Make sure the inside cover (inside front or back OK) contains contact information, referred to as *CalSTRS Resources*:

**Web sites**

www.CalSTRS.com

Click Contact Us to e-mail

(specific Web site depending on subject matter of publication)

**Call**

800-228-5453

7 a.m. to 6 p.m. (Pacific time)

Monday through Friday

TTY 916-229-3541

866-384-4457

Home Loan Program

888-394-2060

CalSTRS Pension2®

**Write**

CalSTRS

P.O. Box 15275

Sacramento CA 95851-0275

**Fax**

916-229-3879

**Visit or Hand Deliver**

Member Services

7919 Folsom Boulevard

Sacramento CA 95826

Document title and date (year or year range such as 2007-2008)

Include the Teachers' Retirement Board listing where appropriate for the piece:

Teachers' Retirement Board

- Three active CalSTRS members or participants elected by their peers to represent current educators.
- One retired CalSTRS member appointed by the Governor and confirmed by the Senate
- Three public representatives appointed by the Governor and confirmed by the Senate
- One school board representative appointed by the Governor and confirmed by the Senate
- Three state constitutional officers: the State Controller, State

Superintendent of Public Instruction and State Treasurer

- The Director of Finance

Using Symbols

The following identifies acceptable use of symbols in text. It is OK to use the:

- Percent symbol (%) in tables and in program titles and headings.
50% Joint and Survivor Annuity, 75% Beneficiary Option,
100% Joint and Survivor Annuity
- Ampersand (&) in company names.
Dodge & Cox.
- Asterisk (*) to identify further definition or clarification in a footnote at the bottom of the page or table.
- Pound or number sign (#) in examples and worksheets.
Multiply #3 by #6.

Captions, Pull Quotes and Sidebars

Captions

While all photos do not need a caption (CalSTRS typically does not use captions), captions are a useful way to convey information. The caption points to the photo but also complements and emphasizes the point the writer wants to make in the text.

Title captions simply label a photo, figure or example. Use sentence caps and no punctuation.

Working for multiple employers

Descriptive captions are useful explanations that may or may not point to something specific about the graphic or photo, but convey further information on the topic. If the caption is a complete sentence, put a period at the end.

These types of permissive service credit purchases require employer verification.

Pull Quotes

Pull quotes are typically a short line of text—a key bit of information that appears in larger type outside of the body copy to draw attention

to that point. Sometimes it is an actual quote, or it can be a key point repeated for emphasis. Make sure that the pull quote appears on the same page where it appears within the text or on a facing page. Pull quotes are typically set in a larger font than the body text, for example, in Franklin Gothic, 11 point italics:

*Wherever you are
in your teaching
career, CalSTRS
has a workshop
for you.*

Special Notes and Boxes

Special notes are set off from body copy in a box, screened or unscreened. Examples in most CalSTRS publications are set in a screened box with the title of the example reversed out in a band across the top of the box.

Charts, Figures and Graphs

Number and title charts, figures and graphs for easy reference in the text. Label X and Y axes in charts and list data source.

Common CalSTRS Documents

This section provides guidelines and tips on various types of CalSTRS publications. Each topic includes a sample publication.

Writing Personal Response Letters

CalSTRS sends personal letters to members and other interested parties to:

- Answer questions
- Resolve issues
- Address other items as needed

CalSTRS correspondence falls under the “Friendly Letter” process—in particular the tone and style of the language always shows concern for the customer’s point of view. A customer will be more receptive when you write a letter from the customer’s perspective. Clearly written letters enable our customers to:

- Focus on key information
- Believe in your concern for their needs
- Understand what is required and take appropriate action

For more information see [Friendly Letters User Guides on CalSTRS Central under Job Aids](#).

Content

While personal response letters are as varied as there are issues and questions, this section covers two key forms: answering a question and addressing complaints. Either type of response can be generated through a personal letter, an e-mail message, or an online response (OLM) to the [myCalSTRS.com](#) site.

Whatever the form, the content will follow the same standards. In all cases try to keep the letter succinct and clear.

Writing Style

Like all CalSTRS publications, personal letters should maintain a professional, friendly tone that conveys respect and empathy for the customer. Letters should be written in a simple indicative mood (declarative sentences) to explain facts. Use active voice and a simple present, past and future tense as needed. Write letters in first person and address the customer with *you*, for example:

I apologize for any misunderstanding you may have experienced regarding ...

Responding to a Member's Questions

Letters that answer customers' questions should:

- Begin with a thank you.

Thank you for contacting California State Teachers' Retirement System. I am writing to you regarding your July 20, 2007, letter about ...

- State that you will answer each question.

I will answer each of your questions in order.

- If answering a single question, provide an explanation or background; if answering multiple questions, include explanations with each itemized answer.

Our records indicate that CalSTRS Service Retirement mailed a letter to you on June 29, 2007, showing your unmodified monthly retirement benefit amount.

- Answer questions in the order asked and number the answers.

Typical answer: Your unmodified retirement benefit payments will be paid retroactively to your option beneficiary's date of death.

- Tell the customer where to find further information. Be as specific as possible.

*You can find more details on one-time death benefit recipients on page 72 of the *Member Handbook*, available online at CalSTRS.com.*

- Tell the customer what other information you have included with the mailing (forms, attachments, and so on).

*As you requested, I have enclosed the *Cancel or Change of Option after Retirement, Divorce* form.*

- End in upbeat manner and offer further services:

I hope this information is helpful to you. You may contact me directly at 916-229-0000 every weekday between 7:30 a.m. and 4:30 p.m.

Resolving Issues and Addressing Complaints

Letters that address customers' issues and complaints must:

- Begin with a thank you.

Thank you for contacting California State Teachers' Retirement System.

- Apologize for what the customer may have experienced.

I apologize for any misunderstanding you may have experienced regarding your first retirement benefit.

- Provide a clear explanation or multiple explanations.

Your May 1, 2007, benefit was less than you expected because...

- Tell the customer where to find further information. Be as specific as possible.

This adjustment period is mentioned on pages 2 and 16 of the publication *Your Retirement Guide*, which contains the *Retirement Application*, and on your March 3, 2007, Award Letter.

- State that you will answer each question.

To answer your three questions: (then answer each question 1, 2 and 3).

- End in upbeat manner and offer further services:

I hope this information is helpful to you. If you have further questions, please send another online message or call 800-228-5453 to speak to a customer service representative.

Formatting Letters

Please use the following guidelines when preparing a personal response letter to be sent by U.S. mail:

- Access the letterhead template on CalSTRS Central (under Communication Tools) or on the K drive under Logos and Communications Templates. Follow the instructions to complete the fields.

- Margins are automatically set as follows:

Top margin: 1 3/8 inches [1.38 inches]

Bottom margin: 1 inch

Header: 0.4 from top

Footer: 0.5 inches from bottom

Left margin: 1.5 inches

Right margin: 0.7 inches

- Use the Times New Roman font in 11 point.
- Enter date in *month day, year* format, spelled out; for example,

September 5, 2007

- Enter the addressee's name and up to four address lines:

Katherine Jones

123 Any Lane, #100

Sacramento CA 95800

- Enter the member's 10-digit Client ID (right justified).
- Enter the member's title and last name in the salutation followed by a colon:

Dear Ms. Jones:

- In the body of the letter, leave a blank line between paragraphs. Do not indent the first line of each paragraph.
- Close with Sincerely, skip four blank lines for a signature, then enter your first and last name, title and department. For OLM and e-mail messages, Correspondence Center staff should use only their first name followed by their CC number.

Sincerely,

Emily Smith
Pension Program Analyst
Correspondence Center

or

Emily, cc28
Pension Program Analyst
Correspondence Center

- If including other information with the letter, enter Enclosure after the signature lines.
- If the letter has a second page, include the recipient's full name, date in x/x/xx numerical format and Page 2 in the header:

Katherine Jones
9/5/07
Page 2

1 3/8" top margin

CALSTRS
HOW WILL YOU SPEND YOUR FUTURE?

header 0.4" from top

TEMPLATE on Central

Date

California State Teachers' Retirement System
P.O. Box 15275
Sacramento, CA 95831-6275
800-228-5453
www.calstrs.com

Client ID 1234567890
DS 1354

1.5" left margin

Addressee name
Address line 1
Address line 2
Address line 3
Address line 4

First name, Last name

FRIENDLY LETTERS

Dear Addressee:

We are writing to let you know we are processing your *Disability Retirement Application*. Your requested option benefit estimates are enclosed.

You can retain your original disability retirement benefit effective date if the option benefit estimates and signature page are completed and returned to us within 30 days of the date of this letter. If you do not return the option benefit estimates and signature page within the 30 days, your benefit effective date will then be the day after we receive them.

0.7" right margin

However, you must return the option benefit estimates and signature page within six months of the date of this letter to prevent cancellation of your application for disability retirement benefits.

These are estimates of your disability retirement option benefit based on the beneficiary information stated on your *Disability Retirement Benefit Election* form, the creditable compensation from your employer and your benefit effective date. These estimates may change when your employer provides your compensation information.

After you review your option estimates, please make your final selection by:

- Selecting an option
- Writing your selection in the appropriate space
- Having your spouse or registered domestic partner sign and date the "Spouse signature" portion OR checking the box and completing and returning the enclosed *Justification for Non-Signature of Spouse or Registered Domestic Partner* form
- Checking "I am not married or registered as a domestic partner"
- Signing and dating
- Returning the option benefit estimates and signature page to the address above

1" bottom margin

Our Mission: Securing the Financial Future and Sustaining the Trust of California's Educators

↑ center 0.5" from bottom

Formatting Online Messages

All external e-mail and online responses (OLM) should take a consistent style and form. In particular, external e-mail messages should be consistent in the salutation and signature areas to present a consistent CalSTRS look and feel.

Please use the following guidelines when preparing a personal online response:

- Enter the member's title and last name in the salutation followed by a colon:

Dear Mr. Adams:

- In the body of the letter, leave a blank line between paragraphs. Do not indent the first line of each paragraph.
- Close with Sincerely, your first [and last] name, [X number], title and department:

Sincerely,

George, cc28

Pension Program Analyst

Correspondence Center

OLM Example 1:

Assigned To: Heather (CC25)

Response Mode: Secure

Inquiry:

I have received my first initial benefit payment. The allowance was to have been \$2,957.20 [less taxes] but the "normal" allowance was \$2,365.76 [less taxes]. The \$591.44 difference between the initial allowance and the "normal" allowance was explained away by Marg [in phone call on 04/30/2007] as follows: "Oh, no one told you? You are in the reconciliation period." Upon further questioning I understand from Marg this to mean that for a period of between six and eight months my monthly benefit check will be reduced by the \$591.44 while Cal STRS implodes cooperation from LA County Office of Education (LCOE) -- something which LACOE has never been good at. Yes, Marg explained that once "reconciliation" is completed any monies withheld which rightfully belong to me will be restored to me retroactively. That absolutely NO ONE made mention of this devastating a "hit" on my allowance should NEVER have happened. I confirmed and reconfirmed, and with more than one individual, what my monthly benefit allowance would be. At NO TIME did any one mention a period of reconciliation or that it would cost me nearly \$600.00 per month during that period. I accepted what I was being told, and what was written to me, as accurate and did, therefore, budget accordingly. Even when I was teaching full time, and earning in excess of \$7,200.00 [gross] per month, an unannounced \$600.00 monthly hit on my take home pay would have been difficult to accommodate; on my retirement allowance of \$2957.20 such a hit is impossible to absorb and/or accommodate. Specifically and exactly WHAT information is necessary for Cal STRS to receive from LACOE in order to restore my allowance to that level which I had been told it would be? Specifically and exactly WHOM must I contact and address within the LACOE organization in order to encourage their cooperation in a timely manner? Specifically and exactly HOW LONG, once Cal STRS has received all support documentation necessary, will funds withheld be restored to me? I AM NOT A HAPPY CAMPER -- THERE IS NO EXCUSE FOR AS MANY PEOPLE WITHIN Cal STRS AS I COUNCELED WITH NOT HAVING SAID SOMETHING ABOUT THIS SIX TO EIGHT MONTH PERIOD OF "RECONCILIATION".

Response:

Dear Mr. ,

Thank you for submitting an online message to the California State Teachers' Retirement System.

- In the *Inquiry Details* area following the message, enter information such as the inquiry date and status, response date, client ID, contact information and so on. For OLM messages, the system will complete some of this information for you.

E-Mail Guidelines and Resources

For details on writing style for electronic correspondence, please refer to *E-Mail: A Write It Well Guide—How to Write and Manage E-Mail in the Workplace* by Janis Fisher Chan.

Automated Response Letters

CalSTRS sends automated letters to members and other interested parties to:

- Notify the recipient of a change, mailing or other action.
- Request information such as beneficiary information, signatures and so on from the recipient.

In automated response letters, the date, addressee name, address, Client ID, salutation and signature line are generated automatically.

Board Agenda Items

Content

Board agenda items are documents that inform interested parties about matters heard at meetings of the Teachers' Retirement Board and its committees. Items cover such topics as meeting notices, committee information and actions, work plans, approval of minutes and so on. All agenda items are available online at CalSTRS.com.

Board agenda items are typically in brief outline and bullet form for quick and easy reading. Their writing style and formatting are exceptions to the other standards in this guide.

Writing Style

Write items in a simple indicative mood (use declarative sentences) to explain facts and in an imperative mood for instructions or actions. Use active voice when possible and a simple present, past and future tense as needed. For example, these committee items are succinct bullets, all beginning with an active verb:

Proposed topics for FY 2007-08:

- Review any new investment managerial positions subject to SB 269.

- Adjust quantitative incentive criteria for investments positions required by any changes in portfolio benchmarks.
- Review the annual performance of ...

Background material for Board agenda items presents analytical or conceptual information in third person:

Staff recommends the board authorize the development of a deferred compensation administrative services program on behalf of school employers who choose CalSTRS services.

Formatting

Please use the following guidelines when preparing a Board agenda item:

- Access the Teachers' Retirement Board item template on the K drive.
- Leave the margins as set in the template
- Use the Times New Roman font in 12 point and justify margins
- In the main title under the Teachers' Retirement Board heading, enter the title such as:
TEACHERS' RETIREMENT BOARD
BENEFITS AND SERVICES COMMITTEE
- Complete the information in the heading block, for example:

SUBJECT: Update on Deferred
Compensation Options

ITEM NUMBER: 1

CONSENT:

ATTACHMENT(S): 2

ACTION: X

DATE OF MEETING: July 12, 2007

INFORMATION:

PRESENTER(S): Mr. Derman

- Complete the remaining sections of the template. Example:

PURPOSE

The purpose of this item is to give the Teachers' Retirement Board an update on the existing and developing CalSTRS programs to improve deferred compensation options for CalSTRS members.

RELATIONSHIP TO THE BOARD'S STRATEGIC PLAN

Goal 2

Proactively develop benefits and products that meet customer needs

Objective G

Continuously assess the adequacy of benefit levels and the maintenance of purchasing power throughout retirement and recommend improvements

Employer Information Circulars and Employer Directives

Content

Employer Information Circulars and Directives provide school district and community college employers with information about the law and CalSTRS requirements. Their writing style and formatting are exceptions to the other standards in this guide.

Employer Information Circulars provide informal guidance for employers on a single topic. They are typically used to provide immediate information on a given subject and may precede more-detailed discussions and policy statements.

Employer Directives convey legal requirements and prohibitions and document CalSTRS policy for employers. They are typically more detailed than Employer Information Circulars.

Writing Style

Write circulars and directives in a simple indicative mood (use declarative sentences) to explain facts and in an imperative mood for instructions or actions. Use active voice when possible and a simple present, past and future tense as needed. Employer Information Circulars and Directives are written in third person (“the employer” and “CalSTRS”).

Legal Documents

CalSTRS-produced legal documents follow the style and format necessary for publishing sections of the law and common to California legal documents, as shown in the *California Style Manual*, a legal style guide. They are typically written using declarative sentences and in third person.

Newsletters

CalSTRS Communications produces three member newsletters:

- *CalSTRS Connections* (for active members, published quarterly)
- *Your Money Matters* (for active members age 40 to 49, published annually).
- *Retired Educator* (for retired members, published semi-annually)

Members receive newsletters in the mail and can access an online version at CalSTRS.com. Members can also subscribe to receive the electronic version by e-mail.

Content

CalSTRS Connections provides pertinent information to active and inactive members on such subjects as legislative news, workshops, program details, surveys, and more.

Your Money Matters, for active members from 40 to 49, provides brief articles about financial planning, financial lifestyles and CalSTRS

Retired Educator, for CalSTRS retirees, covers such subjects as program details and changes, Medicare news, stories about retired educators, appropriate financial or investment news and so on.

In addition to articles particular to the individual readership, newsletters may include columns from the CEO and Board chair and an investment update. All newsletters must include a *403(b)Compare.com* ad or story (a legal requirement).

Writing Style

Newsletter articles should maintain a professional, positive and friendly tone that conveys respect and empathy for the reader and be written in a simple indicative mood (declarative sentences) to explain facts. Use active voice and a simple present, past and future tense as needed. Use first-person plural (we, us) for CalSTRS references and second-person (you) to address the reader:

First person plural: We believe a long-term approach acting as coach and partner adds value to both the companies and our portfolio.

Second person: When you receive your Retirement Progress Report in early December, please take a few minutes to verify that the information in it is accurate.

News Releases

News releases announce CalSTRS changes, actions, partnerships and other newsworthy information. Communications writes and distributes all CalSTRS news releases.

Writing Web Content

Consider how users approach Web content

As you prepare materials for our Web site and the CalSTRS Central intranet, keep in mind that people use Web sites differently than they use books and other printed material. Understanding a few basic facts about Web use will help you write, edit and format material so that it works better for your audience and effectively communicates your message.

Users scan for content

People use our Web sites as a tool to find facts, forms, publications and online tools. Most often, they start by looking for specific information or items, even though their browsing may eventually lead them to unplanned destinations.

Users scan pages rather than starting at the top of a page and reading every word from top to bottom. They will take a quick glance at headings, text, links, highlighted words and graphics to find a logical path to the information they need. Studies show that users look down the left-hand side of columns and lists, and at the first few words in heads and paragraphs.

Online reading is harder

Reading material online is more difficult than reading on paper. As a result, Web users read more slowly: experts say that online reading can take up to twice as long as reading printed material. In addition, because of the difficulties of reading online, Web users may not fully capture all the detail in long amounts of text.

If content is long, users will print or move on

As noted above, it's harder to read online. Motivated Web users will often print out content to read, especially if it's more than a printed half-page long.

But Web users are often impatient. If you force them to read or search through a great deal of content, they may simply give up and move on.

Organize and format content to meet users' needs and aid comprehension

Chunk the content

You can help Web users scan by breaking content into smaller “chunks.” Chunks can be short paragraphs, tables, lists, examples, or other formatting and organization that helps keep the text from looking too dense to read and the content from being too complex to take in. Think of chunks as smaller, self-contained parts of your whole message.

A good chunk is:

- Short and self-contained
- Organized with the most important information first
- Simple, containing only one or two ideas
- Linked to other chunks or similar content

Put first things first

Web content shouldn't have a plot that gradually builds to an exciting conclusion. You need to grab users right away.

Order your content depending on the type of information it contains:

- **Begin with the most important or most popular information.** Then move to details and less important information (inverted pyramid style). The first sentence in a paragraph should summarize its core content. The first words in that sentence should be loaded with information. The order of information should be: Conclusion → important detail → less important detail → nice to know.
- **Put sequential information in the correct order.** When you list steps in a process, make sure they are in the correct, logical sequence. Don't force users to click back and forth or scroll up and down when the material should be linear. And be sure not to send users to another page if they must return to complete the steps in a process.
- **Use alphabetical order or another order that is obvious to the user.** If the information you're presenting is neither sequential nor hierarchical, you may want to list it in alphabetical order or in another order a user can quickly grasp (by task, audience, content or some other logical order). Remember that you want users to be able to quickly scan your content to find what they need, not puzzle over how it's arranged. They may give up and move on.

- **Group similar content.** Group similar content together. For example, in a navigation page of links to information on CalSTRS benefits, you might group retirement benefits under one subhead and disability benefits under another subhead.

Provide a road map

As noted earlier, Web users scan to find the content they need. Your Web pages should provide users with a road map to help them find their way.

Signposts on the road map include:

- **Descriptive headings and subheadings.** Use descriptive headings and subheadings liberally to help users scan. Heads should be loaded with keywords, explain the content and be left-aligned. Type specifications, including color, for headings and subheadings are determined in the style sheets for the CalSTRS.com and CalSTRS Central sites. As you prepare content for the Web site, keep those style options in mind.
- **Tables of contents linked to anchors in the text.** To quickly move users to a specific chunk of content on a long Web page, you can include a brief table of contents at the top of the page with links to “anchors” in the content below. This is a popular format for Frequently Asked Questions (FAQs), and it can be useful for other types of content as well. Lists should not be too long. If your list includes more than five or six items, group them under subheads.
- **Links.** Hyperlinks are a very useful Web tool. They can move a user within a page, within a Web site or to other Web sites. But use them carefully: make sure your links don’t detract from the reading flow of the content. Place links on information-carrying words rather than language that refers to the link or action required. Never say, [click here](#).

Link with meaningless language: For more information on the mortgage options available through the CalSTRS Home Loan Program, [click here](#).

Link on information-carrying words: Our Home Loan program offers various [mortgage options](#).

Use the medium: Think visually

The Web is a visual medium. That allows you to take advantage of visual tools to help users scan and understand your content. The following tools are good for print documents and even more useful for Web pages:

- **Lists.** Use lists to break up dense text or complex sentences, especially those that include a number of conditions. Use numbers for steps in a sequence and bullets for items that are not sequential. For more on bulleted and numbered lists, see [page 4.6](#).
- **Tables and graphs.** Present data or text in tabular form to help users scan and quickly grasp information. The table layout should lead the eye across the table's rows, not down its columns. Be sure to use a descriptive title for each table, descriptive column headers and minimal text. Graphs should be simple and easy to read.
- **Color and graphics.** Color helps provide visual cues to the user and breaks up large amounts of text. Graphics provide visual relief. However, be sure not to depend on color as your only navigation cue. Users with certain visual impairments may not be able to distinguish color differences.
- **Emphasis.** Use italic text to emphasize terms and aid in scanning. But use it sparingly—only a *few words* at a time. Otherwise your text will be hard to read.
- **Facilitate scanning.** Make it easy for the reader to scan down the left side of the page for key information.

Write for the medium and the user

As you write content for Web sites, keep in mind the unique qualities of the medium and the needs of Web users, as discussed in previous sections.

Keep it short and simple

Brevity is the key to clear Web communication. Try to rewrite your text so that it is about half the length of material you prepare for print. Include only what the user needs and wants.

You can use the following methods to make sure users will read and understand your content:

- **Eliminate unnecessary words, phrases and text.** Get right to the point. Avoid introductory phrases and niceties. Use possessives instead of lengthy prepositional phrases. And don't explain what the user can clearly see on the page. For example, under a subhead reading "Phone numbers," followed by a list, there is no need for introductory text that reads, "See below for a list of our telephone numbers."

- **Use simple words and phrases.** Even sophisticated readers appreciate clarity.
- **Use short sentences and fragments.** Avoid complex sentence structure as a general rule, but don't make your writing intolerably repetitive. If you can't read a sentence aloud without taking a breath, it's too long. Use fragments to answer questions or in other cases where they are a good alternative to lengthy text.

Example:

Q. How many years will it take to vest for those benefits?

A. Five years.

- **Keep paragraphs short.** Remember that reading is more difficult on a computer monitor. Keeping paragraphs short will make your content more readable, provide visual relief with white space and help the user scan.
- **Provide summaries and digests.** Begin long material with a short summary or digest.

Write in the user's language

Put yourself in the user's shoes as you begin to write. Remember that users may not be familiar with the terms you use at work everyday—and our goal is to help users, not train them. Writing in the user's language facilitates scanning, improves comprehension and makes the content more user friendly.

- **Avoid jargon, acronyms and abbreviations.** Use common terms instead of jargon. Avoid acronyms and abbreviations unless they're in common public use. For example, IRS is often fine but SSA (Social Security Administration) is not. If you must use an uncommon acronym or abbreviation, make sure the full term precedes it, and be careful about later references. A user may skip the section in which the full term first occurs.
- **Explain technical terms.** If you can't avoid using a technical term or another word that is likely to be unfamiliar to the site's users, explain it briefly. In general, provide an explanation with the term rather than linking to a glossary or dictionary.
- **Use customary formats.** Users are accustomed to seeing certain written elements in standard formats: dates, times, phone numbers, addresses, calendars, and so forth. Using standard formats helps users scan and understand the content.

Keep the user, purpose, context and content in mind

Writers should always have a specific audience and purpose in mind. Writing for the Web is no different. Your Web content should meet the needs of your audience, fulfill your purpose and fit the context. The nature of the content may require you to adjust your language, organization or tone.

- **Adopt a “you” attitude and focus.** Focus your writing on the user, not the organization. We produce Web content as a service to our members and others interested in what we do, not for ourselves.

Reader focus: Prepare for a successful retirement at a June CalSTRS workshop.

Internal focus: We're presenting workshops in June to explain CalSTRS programs.

- **Use first and second person.** To personalize communication with the individual Web user, address the user in second person, as “you,” and use second-person pronouns, whenever you can. In addition, since users who visit our Web site know where they are, avoid using third person “CalSTRS” for every reference to the organization. It's unnecessary and overly formal for the context.

CalSTRS is your partner for a secure financial future. We offer a range of investment choices to ensure you'll enjoy a successful retirement.

- **Write in active voice.** [See page 3.5.](#)
- **Use neutral, objective language to convey facts and establish credibility.** We provide a great deal of content to educate and inform our Web users—to help them use their own good judgment to make informed decisions. Neutral, objective language lends credibility to that content. It also helps users trust us when we are writing to persuade them to take a specific course of action. Never rely on exaggerated, unsubstantiated statements.

Works Consulted and Resource List

The Associated Press Stylebook, editor, Norm Goldstein

Webster's New World Dictionary

The Gregg Reference Manual, ninth edition, William A. Sabin

Microsoft Manual of Style for Technical Publications, Microsoft Corporation Editorial Style Board

A Writer's Reference, fourth edition, Diana Hacker

Writing for the Web, Crawford Killian, Self-Counsel Press, 1999

Don't Make Me Think: A Common Sense Approach to Web Usability, Steve Krug, New Riders Publishing, 2006

Content Critical: Gaining Competitive Advantage Through High-Quality Web Content, Gerry McGovern and Rob Norton, Prentice-Hall/Financial Times, 2002

Wired Style: Principles of English Usage in the Digital Age, Constance Hale and Jessie Scanlon, Advance Magazine Publishers, 1999

Nielsen-Norman Group Web site and publications,
www.nngroup.com

Notes



California State Teachers' Retirement System
P.O. Box 15275
Sacramento CA 95851-0275
800-228-5453 TTY 916-229-3541
www.CalSTRS.com
(00-000 Rev 5/08)

Request for Proposal 2P200903

Web Portal

Exhibit O

Page 1 of 1

**CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM
WORK AUTHORIZATION**

AGREEMENT NO.: _____

REQUESTED BY: _____

THE APPROVED WORK AUTHORIZATION SHALL BECOME A PART OF THE AGREEMENT

In accordance with Section E, 1., Unanticipated Tasks, CalSTRS directs the Contractor to perform the following work which was unanticipated when the agreement was executed:

Contractor's Estimated Hours to Complete: _____

Contractor's Estimated Total Cost of this Work Authorization: \$ _____

Estimated Delivery Date of Authorized Deliverable: _____

APPROVALS: *(All Work Authorizations must be approved in writing by both parties.)*

(Contractor) Approved by: _____ Date: _____

Name and Title: _____

(CalSTRS) Approved by: _____ Date: _____

Name and Title: _____

Question and Answers for Bid #2P200903 - Web Portal

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 13, 2010 10:00:00 AM PST