



*HUMAN RESOURCES
1501 Mendocino Avenue
Santa Rosa, California 95401
(707) 527-4304
FAX (707) 527-4967*

Date:

To:

From: Christie Colón
Human Resources Specialist, Benefits

Subject: **REDUCED WORKLOAD PROGRAM**

Attached is a packet of information given to individuals who may be interested in participating in the Reduced Workload Program. Enclosed are:

- ❖ Procedures for the CalSTRS Reduced Workload Program
- ❖ Sample letter from faculty member requesting participation in the program
- ❖ Disclaimer Regarding Information on STRS/PERS Retirement Benefits/Options
- ❖ Education code Section 22713

PROCEDURES FOR CALSTRS REDUCED WORKLOAD PROGRAM

1. Please review all of the materials given to you by our office regarding the CalSTRS Reduced Workload Program.
2. Discuss your decision to participate in the Reduced Workload Program with a CalSTRS representative. CalSTRS representatives can be reached at (800) 228-5453.
3. Your eligibility to participate in the Reduced Workload Program (RWP) will be confirmed by the Human Resources Department.
4. Once you have made the decision to participate in the RWP, **please write a letter of request to participate in the RWP by March 1** for participation in the RWP for the following school year. The letter should be addressed to the Vice President of Human Resources and include the following information:
 - ❖ Effective date of your participation
 - ❖ Duration of your participation
 - ❖ Annual FTE and pattern of workload for each semester
5. You must also sign the Disclaimer Regarding Information on STRS/PERS Retirement Benefits/Options and return to Christie Colón in Human Resources.
6. A Personnel Action Form (PAF) will be submitted by Human Resources to the Board of Trustees for approval. Following Board approval, you will receive the Reduced Workload Agreement from the Vice President of HR which you must sign and return to Human Resources in order to complete the application process.
7. Once the Agreement is signed by both parties, Human Resources will prepare the Reduced Workload Program Eligibility Certification Application to forward to CalSTRS.
8. CalSTRS will review the Application to verify your eligibility and approve or deny your application.



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SAMPLE LETTER OF REQUEST

Date

Alia Dunphy
Vice President of Human Resources
Santa Rosa Junior College
1501 Mendocino Avenue
Santa Rosa, CA 95401

Dear Alia,

This letter is my official request to participate in the STRS Reduced Workload Program offered by Santa Rosa Junior College. I'm requesting approval to reduce my current 100% regular faculty load down to 60%. I would like to begin the reduction during the Fall 2021 semester, and continue for four years, through the end of the Spring semester, 2025. I will be working 60% in the Fall and 60% in the Spring.

Since I meet the age requirement and have been employed continuously as a full-time faculty member at the college since date here, I believe I qualify for this program.

I have discussed this request with (name), Chair of the (department name), and the Supervising Administrator or Dean of my cluster and campus, (name(s)), and have his/her/their full support. I have also made my intentions known to other members of the department and there have been no objections to my request.

Thank you for your assistance with this matter.

Sincerely,

(Name)
(Department)

cc: Appropriate Supervising Administrator/Dean
Department Chair
Vice President of your department
(for Petaluma Campus assignments): Vice President/Executive Dean, Petaluma
Christie Colón, HR Specialist, Benefits



**DISCLAIMER REGARDING INFORMATION ON STRS/PERS
RETIREMENT BENEFITS/OPTIONS**

I, _____, acknowledge that I have been advised by Sonoma County Junior College District staff that the College District is unable to provide official advice on information with respect to my retirement benefits and options. I have also been advised on how I can obtain information directly from the California State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS) or from the Sonoma County Office of Education with respect to my retirement benefits and options.

In light of the above, I expressly agree that any retirement information provided to me by District staff is for my information and that I should **not** rely on such information without confirming it officially.

Signed: _____ Dated: _____

Social Security Number: XXX/XX/____ _

cc: Personnel File


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EDUCATION CODE - EDC

TITLE 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500] (*Title 1 enacted by Stats. 1976, Ch. 1010.*)

DIVISION 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500] (*Division 1 enacted by Stats. 1976, Ch. 1010.*)

PART 13. STATE TEACHERS' RETIREMENT SYSTEM [22000 - 25115] (*Part 13 repealed and added by Stats. 1993, Ch. 893, Sec. 2.*)

CHAPTER 13. Service Credit [22700 - 22724]

(*Chapter 13 added by Stats. 1993, Ch. 893, Sec. 2.*)

22713. (a) Notwithstanding any other provision of this chapter, if the governing board of a school district or a community college district, or a county superintendent of schools establishes regulations pursuant to Sections 44922 and 87483, an employer may enter into a written agreement with an employee who is a member of the Defined Benefit Program to reduce his or her workload in a position from full time to part time, receive the service credit the member would have received if the member had been employed in that position on a full-time basis and have his or her retirement allowance, as well as other benefits that the member is entitled to under this part, based, in part, on the final compensation the member would have been entitled to if the member had been employed on a full-time basis. The option to reduce the member's workload shall be exercised at the request of the member if all of the following conditions are met:

(1) The member is employed by either of the following:

(A) A school district or county office of education as a prekindergarten through grade 12 certificated employee who does not hold a position with a salary above the maximum salary of a school principal for that employer.

(B) A community college district.

(2) The member has a minimum of 10 years of credited service in the Defined Benefit Program prior to the start of the school term of the first school year of the agreement to reduce the member's workload.

(3) The member shall have been employed on a full-time basis to perform creditable service under the Defined Benefit Program each year of the five school years immediately preceding the first school year in which the member's workload is reduced, without having a break in service. For the purposes of this paragraph:

(A) Employer-approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons from full-time employment do not constitute a break in service.

(B) Creditable service that was performed for a school year in which a member reduced his or her workload pursuant to this section shall be treated as full time, provided that the agreement to reduce the member's workload was not terminated during that year pursuant to subdivision (e).

(C) The period of time during which a member is retired for service shall constitute a break in service.

(4) The member is 55 years of age or older prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced.

(b) The employer, in conjunction with the system, shall certify the member's eligibility for participation in the reduced workload program in accordance with subdivision (a). The employer's certification shall be submitted in a format prescribed by the system and shall be received in the system's headquarters office prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced.

(c) The agreement to reduce the member's workload shall be in effect prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced, and shall include the following requirements:

(1) The total amount of time in which a member reduces his or her workload pursuant to this section shall not exceed 10 school years.

(2) The reduced workload shall be equal to at least one-half of the time the employer requires for full-time employment in that position in accordance with Section 22138.5.

(3) The member shall be paid creditable compensation that is the pro rata share of the creditable compensation the member would have been paid for that position had the member not reduced his or her workload.

(4) For each school year the member's workload is reduced pursuant to this section, the member shall make contributions to the Teachers' Retirement Fund in the amount that the member would have contributed if the member had performed creditable service for that position on a full-time basis and if that service was subject to coverage under the Defined Benefit Program.

(5) For each school year the member's workload is reduced pursuant to this section, the employer shall contribute to the Teachers' Retirement Fund at a rate adopted by the board as a plan amendment with respect to the Defined Benefit Program an amount based upon the creditable compensation that would have been paid to the member if the member had performed creditable service for that position on a full-time basis and if that service was subject to coverage under the Defined Benefit Program.

(d) The employer shall maintain the necessary records to separately identify each member who participates in the reduced workload program pursuant to this section.

(e) The agreement to reduce a member's workload shall be terminated if one of the following actions is taken:

(1) The member's employment is terminated prior to the end of the school term.

(2) The member performs less than one-half of the days or hours the employer requires for full time in that position pursuant to Section 22138.5.

(3) The member and the employer mutually agree that the member will perform creditable service without making contributions in accordance with paragraphs (4) and (5) of subdivision (c).

(f) Upon termination of the agreement for any of the reasons described in subdivision (e):

(1) The employer shall notify the system that the agreement to reduce a member's workload has been terminated within 30 days of the agreement being terminated.

(2) The member's service credit and contributions for that school year in which the agreement is terminated shall be computed in accordance with Section 22701 and Chapters 15 and 16.

(3) That school year in which the agreement is terminated shall not be included in the total amount of time in which a member is allowed to reduce his or her workload pursuant to paragraph (1) of subdivision (c).

(4) Any subsequent agreement to reduce a member's workload shall meet all of the conditions set forth in this section.

(Amended by Stats. 2017, Ch. 298, Sec. 4. (AB 1325) Effective January 1, 2018.)