

**Memorandum Of Understanding  
between the  
Poway Unified School District  
and the  
Poway Federation Of Teachers**

**EARLY RETIREMENT  
WITH REDUCED WORKLOAD PROGRAM**

Unit members may, in accordance with Education Code Sections 44922 and 22713 and this Memorandum of Understanding Section, reduce their workload to no less than half time and receive the same credit toward retirement under the State Teachers Retirement System (STRS) that the unit member would receive if he/she were employed on a full-time basis.

**Eligibility**

To be eligible to participate in this program the unit member must:

1. Have reached the age of 55 prior to reduction in workload.
2. Have been employed full time in a position requiring certification for at least ten years of which the immediately preceding five years were full-time employment.
3. Have been employed full time in a position requiring certification for a total of at least five years without a break in service during the period immediately preceding a request for a reduction in workload. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service.

**Conditions of Participation**

The unit member initiates participation in by a written application submitted by March 30 to the Associate Superintendent of Personnel Support Services with a copy to the site/program administrator. The unit member and the District shall enter into a reduced workload contract for services for a period not more than five (5) years. The contract shall include:

1. The unit member's assignment which may be either a minimum 50% assignment for a full year or a full-time assignment for a minimum of half a year. Non-student workdays, including state-funded staff development days, will be part of the participating unit member's assignment and will require full-day attendance.
2. The annual rate of compensation to be paid for the first year of the assignment
3. The total retirement contribution paid by the unit member by the District.
4. Sick Leave accrued while under the terms of this contract.
5. Any change in the Health and Welfare Benefits provided in Section III of this Agreement.
6. The projected retirement date for the unit member.

**Approval and Revocation**

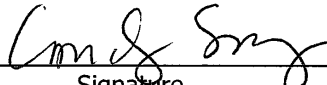
1. The District must approve all contracts.
2. The unit member or the District may terminate his/her contract for the subsequent year with the District prior to March 30 of any school year.
3. The contract may be revoked for subsequent school years by mutual consent of the unit member and the District.
4. Failure to terminate or revoke the contract by March 30 will cause the contract to continue for the subsequent year under the same terms and conditions for a total period not to exceed five years.

**Compensation**

1. Salary shall be proportionate to the time served, but that time shall not be less than one-half of an annual assignment.
2. Both the District and the participating unit member shall maintain contributions to the State Teachers Retirement System as if the member were a full-time employee.
3. Participating unit members will retain all other rights and benefits for which the member makes payments that would be required if the member remained in full-time employment. Participating unit members sharing a contract with another unit member will share Health and Welfare Benefits according to the provisions provided under Section III of this Agreement.


This provision shall remain in effect for the 2011/2012 and 2013/2014 school years and shall expire June 30, 2014.

For the Federation

  
\_\_\_\_\_  
Signature

03.15.11  
\_\_\_\_\_  
Date

For the District

  
\_\_\_\_\_  
Signature

3/21/11  
\_\_\_\_\_  
Date