

**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 Section 44922 and 22713 and this Memorandum of Understanding, 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 they were employed on a full-time basis.

Eligibility

To participate in this program the unit member must meet all the following requirements:

- Member is 55 or older prior to the start of the school term of the first school year in which the member's workload is reduced.
- Member has at least 10 years of service credit prior to the start of the school term of the first year in which the member's workload is reduced.
- Member has been employed in a full-time position to perform creditable service under the DB program each year of the five school years immediately preceding the first year in which the member's workload is reduced, without having a break in service.

Conditions of Participation

The unit member initiates participation in the Reduced Workload Program by a written application submitted by March 30, to the Assistant 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 ten (10) 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 the Collective Bargaining 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 at any time 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 ten 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 would be eligible if the member remained in full-time employment.
4. 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 the Collective Bargaining Agreement.

This provision shall remain in effect for the 2022/2023 and 2023/24 school years and shall expire June 30, 2024.

For the Federation



Signature

2/1/2023

Date

For the District



Signature

2/6/2023

Date