

SAN DIEGO UNIFIED SCHOOL DISTRICT

Date: January 9, 2009

To: School Principals, Division and Department Heads, Child Development Center Administrators, and San Diego Education Association Representatives

Subject: REDUCED WORKLOAD PROGRAM

Department and/or Persons Concerned: Certificated Staff

Due Date: March 2, 2009

Reference: Education Code Sections 44922 and 22724; Article 32 of Collective Negotiations Contract between the San Diego Unified School District and the San Diego Education Association (SDEA)

Action Requested: Please disseminate information regarding the Reduced Workload Program. Interested certificated employees should submit enrollment packet as described below.

Brief Explanation:

The Reduced Workload Program specified in Education Code Sections 44922 and 22724 and Article 32 of the Collective Negotiations Contract allows eligible unit members to reduce their workload to no less than half-time, and purchase the same credit toward retirement under the California State Teachers' Retirement System (CALSTRS) that a unit member would have received if he/she had been employed on a full-time basis. Although earnings are reduced when participating in this program, unit members and the district contribute an amount which is based upon a full-time salary. Unit members who enter this program may continue to participate for a maximum of ten (10) school years at which time the unit member is required to resign.

MAXIMUM PARTICIPATION

In accordance with state law, the number of unit members participating in this program is unlimited.

ELIGIBILITY

A participating unit member must have reached the age of 55 prior to July 1 of the school year in which the employee proposes to commence the reduced workload. The CALSTRS service credit calendar begins July 1 and ends June 30 of each year.

A participating unit member must have been employed as a full-time certificated employee in California for at least ten years, of which the last five years were in full-time certificated employment in the San Diego Unified School District. Prior leaves of absence shall not constitute a break in service. Time spent on leaves of absence will be counted toward the five-year requirement.

Unit members participating in the Public Employees Retirement System (PERS) are not eligible to participate in the CALSTRS Reduced Workload Program.

A participating unit member must have received an effective evaluation during his/her most recent evaluation period in order to be considered for the program. Exceptions to this requirement may be granted by mutual agreement between the district and SDEA.

CONDITIONS OF PARTICIPATION

Unit members participating in the Reduced Workload Program who are assigned to self-contained classrooms will be required to work an equal amount of time in both semesters of a school year. The amount of time is dependent upon the percentage of the unit member's reduced workload assignment. This time may be served in full or partial day increments.

All other unit members participating in the Reduced Workload Program will be required to be on duty an amount of time equal to the percentage of the unit members' reduced workload assignment in either one or both semesters of a school year.

Participating unit members shall be evaluated in the same manner provided for all other unit members under Article 14, Performance Evaluation Provisions, except that the evaluation process for unit members who are assigned for one complete semester of full-time service and one semester off per school year, shall be condensed to provide for a final summary evaluation to be provided to the unit member no later than fifteen (15) calendar days prior to the final day of service for the semester in which the unit member is assigned to be on duty.

HEALTH / EMPLOYEE BENEFITS

Unit members participating in the Reduced Workload Program will earn sick leave on a pro-rata basis.

District and certificated employee contributions to CALSTRS shall be equal to the amount required for a full-time employee. (Employment taxes such as Medicare, federal and state income taxes will be based on the employee's actual earnings.)

Participating unit members shall maintain their district-paid health and welfare benefits for the full school year as provided under Article 9 of the SDEA contract.

Participating unit members are eligible for advancement on the salary schedule in the same manner provided for other part-time employees (SDEA Contract, July 1, 2006 through June 30, 2008, Salary Rules, Section 5.02).

FORFEITURE OF RETIREMENT CREDIT

If a unit member participating in the Reduced Workload Program performs service that is less than half-time, he/she shall lose eligibility for the program for that particular school year. In addition, if it is found by CALSTRS that a participating unit member failed to meet the minimum eligibility criteria set forth by the Education Code, his/her participation in the program shall be considered a break in service, resulting in a loss of retirement credit and permanently disqualifying the employee from future participation in the Reduced Workload Program.

ENROLLMENT PROCEDURE

Unit members desiring to participate in the Reduced Workload Program must submit an enrollment packet to the Human Resource Services Division no later than March 2, 2009 in order to reduce their workload for the subsequent school year. Two unit members applying to enter into the Reduced Workload Program may file a joint enrollment packet. A unit member

applying to enter into the Reduced Workload Program may file an enrollment packet identifying a job share partner. Job Share partners must be permanent status with the district, possess appropriate credentials for the proposed assignment, and have an effective rating on all elements of the most recent evaluation.

The option to participate in the Reduced Workload Program shall be exercised only upon the request of the unit member and can be revoked only by mutual consent of the unit member and the district.

Each participant must complete and sign a Reduced Workload Agreement (Attachment 1), a Reduced Workload Program Eligibility Certification Application form (Attachment 2), the Reduced Workload Program Enrollment form (Attachment 3) and the Site Administered calendar for either a Traditional or Year-round school schedule (Attachments 4 and 5). These forms can also be printed from the district's web page at (www.sandi.net).

Please send Reduced Workload Enrollment packets or questions to:

Eugene Brucker Education Center
4100 Normal Street, Room 1241

Elementary Sites:

Eileen Sandifer (619) 725-8015 esandifer@sandi.net

Middle/Language Academy and Longfellow

Sonja J. Elston (619) 725-8058 selston@sandi.net

Special Education/Counseling, Librarians and Nursing:

Theresa Chowdhury (619) 725-8012 tchowdhury@sandi.net

High School Sites/Alternative/Atypical Sites:

Darin Noyes (619) 725-8019 dnoyes1@sandi.net

Questions regarding retirement contributions and regulations may be addressed to Lorena Arciga, at (619) 725-7678. Questions regarding health benefits may be addressed to Employee Benefits, at (619) 725-8130, option 6.

Tim Asfazadour
Director of Certificated Human Resources

APPROVED:



Sam Wong, Chief Human Resources Officer

SW/sje
Attachments (5)

Distribution: Lists A, C, D, E, F, H and S



EUGENE BRUCKER EDUCATION CENTER
4100 Normal Street, San Diego, CA 92103-2682

(619) 725-8012
Fax: (619) 296-7522

HUMAN RESOURCE SERVICES DIVISION

**REDUCED WORKLOAD AGREEMENT – SY 2009-2010
(Required by State Teachers Retirement System)**

Employee's Name

Employee ID Number

Pursuant to Education Code Section 44922, and in accordance with the Collective Negotiations Contracts, I agree to perform my teaching service on the following part-time basis with full retirement credit:

1. Participation in the program will begin _____ and end _____ close of day for school year _____.
2. The required days of service will be _____ with commensurate compensation **not less than 50%** of the salary rate for the school year.
3. Contributions to the State Teachers' Retirement System shall be based on the full salary amount.
4. Any leave without pay that would reduce earnings below 50% will void participation in this program.
5. Retirement before the "normal" close of the contract school year will void participation for the final year. Service credit will be adjusted accordingly. (If employee resigns prior to the end of a school year and does not complete the minimum days required, a full year of retirement credit will not be earned for that year.)

Work Options* (Circle the appropriate number)

1. 100% pay for 5 months, September – January (1st Semester Work Only)
 2. ____ Percent pay for (10) months. (Indicate percentage of school year to be worked-must be minimum of 50 %.)
 3. 100% pay for 5 months, February – June (2nd Semester Work Only)
- Number of months normally paid: 10 or 12 (circle one).

Employee's Signature

Authorized Representative's Signature
(Fiscal Control)

Date: _____

* 2nd Semester service can only be paid February – June. Employees cannot be paid in advance of services performed.



REDUCED WORKLOAD PROGRAM ELIGIBILITY CERTIFICATION APPLICATION

MEMBER USE ONLY																
SOCIAL SECURITY NO.	NAME (Last, First, MI)	BIRTHDATE														
EMPLOYER USE ONLY																
	COUNTY CODE/NAME	DISTRICT CODE/NAME														
ELIGIBILITY REQUIREMENTS		<table border="1"> <thead> <tr> <th>YES</th> <th>NO</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> <tr> <td>5.</td> <td></td> </tr> <tr> <td>6.</td> <td></td> </tr> </tbody> </table>	YES	NO	1.		2.		3.		4.		5.		6.	
YES	NO															
1.																
2.																
3.																
4.																
5.																
6.																
1. RWP Participation Board Approved 2. Attained age 55 prior to RWP Effective Date 3. Employed Full-Time a minimum of ten years in a certificated position 4. Employed Full-Time in a certificated position for five consecutive years immediately preceding RWP Effective Date 5. Salary not greater than that of: ➤ School Principal (K-12) ➤ NO LIMIT (Community College) 6. Agreement: ➤ Exists between employer and participant ➤ May be revoked by consent of both parties ➤ Not to exceed ten years ➤ Participant to work at least 50 percent of the time Note: If the response to <u>any</u> of the above items (1-6) is NO , the employee MAY NOT BE ELIGIBLE to participate in the Reduced Workload Program, and MUST contact CalSTRS immediately for final determination.																
RWP EFFECTIVE DATE	FULL TIME SALARY	PERCENTAGE CONTRACT														
	\$	%														
I HEREBY CERTIFY BY SUBMISSION OF THIS FORM THAT THE EMPLOYEE MENTIONED HEREIN IS ELIGIBLE TO PARTICIPATE IN THE REDUCED WORKLOAD PROGRAM AS DESCRIBED IN SECTIONS 22713, 44922 (K-12), 87483 (Community College).																
AUTHORIZED PERSON	NAME & TITLE	DATE														
CalSTRS USE ONLY	SIGNATURE	APPROVAL DATE														

Attachment 2.2

**HEALTH AND LIFE INSURANCE BENEFITS FOR
JOB SHARE ASSIGNMENT TO COMPLETE A
REDUCED WORKLOAD ASSIGNMENT**

The following conditions apply in a job share assignment partner with a reduced workload partner:

1. Job share employees must pay for medical, dental, and/or vision coverage on a tenthly pro-rata basis, if coverage is desired.
2. Job share employees who elect coverage under any district-sponsored medical, dental and/or vision plan must make the required tenthly pro-rata contribution for the plan(s) selected through the end of the calendar year. If coverage continues into a subsequent calendar year, the required tenthly pro-rata contribution must be continued through the end of that calendar year.
3. District-paid basic life insurance coverage will remain in effect for a job share employee who is in paid status in a monthly salaried position. The benefit is equal to one times the annual salary.
4. Employees who elect not to participate in coverage under this provision will be eligible to enroll either on the first of the month following the first day of paid service in an assignment which is not a job share assignment or on the first of the month following the start of a new job share assignment.

To be completed by job share partner:

In accordance with the conditions specified above, as a job share partner, I agree to the following acceptance of the benefits package:

PLEASE NOTE: A job share partner participating in a specific benefit (i.e., medical), will pay a pro-rata share of the cost of coverage equivalent to their own position. (Pro-rata rate chart attached.)

Name of Work Location _____

Job Share Partner

	Participate	Waive
Medical	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>
Life	<input type="checkbox"/>	<input type="checkbox"/>

Office Use Only

Percentage of job share assignment _____

Partner _____
Printed Name

Employee ID #

Signature/Date

REDUCED WORKLOAD PROGRAM ENROLLMENT FORM
School Year 2009 - 2010

<u>REQUIRED</u>	<u>OPTIONAL</u>
_____ Your Name	_____ Name of Partner (Not Required)
_____ Employee ID#	_____ Employee ID#
_____ Present site location:	_____ Present site location:
_____ Daytime phone:	_____ Daytime phone:
_____ Home address:	_____ Home address:
_____ Home phone:	_____ Home phone:
PROPOSED INSTRUCTIONAL SCHEDULE	PROPOSED INSTRUCTIONAL SCHEDULE
_____ School and assignment:	_____ School and assignment:
_____ You as No. 1	_____ Participant No. 2 (Not Required)
_____ Grade level/assignment/program	_____ Grade level/assignment/program

If the reduced workload plan covers the entire school year, you must complete an individual calendar marking the days to be worked. Please ensure that the calendar reflects a minimum of 50% of your current work year.

(over)

I agree to the requirements of the program as described in Article 32, Collective Negotiations Contract. I further understand that I shall be required to resign upon conclusion of the tenth year of participation in the program.

Your Signature: _____ Date: _____

Partner's Signature: _____ Date: _____
(Optional)

RETURN TO: Appropriate Certificated Staffing Administrator, Human Resource Services Division, Room 1241, Eugene Brucker Education Center

Received By:			
_____	_____	_____	_____
Human Resource Services Division	Date	Payroll/Benefits Department	Date
_____	_____		
Fiscal Control Department	Date		