



Human Resource Services

Early Retirement Incentive Plan (Certificated)

Adopted by the Board of Education on June 9, 1975

This plan is offered to certificated personnel who would like to reduce their status to part-time, but not less than half-time, subject to the following provisions:

1. The option of part-time employment shall be exercised only at the request of the employee. The agreement or contract for reduced service shall be executed by the employee and the employer in writing prior to the period of reduced service at the beginning of the school year so that salary adjustment for the whole school year can be made.
2. A person opting for this plan shall be required to have reached the age of 55; have served full-time in the Sacramento City Unified School District for ten (10) years or more, including the five (5) years immediately preceding the reduction in workload; and to be earning a salary at or above Class IV, Step 12, on the teachers' salary schedule.

The immediately preceding five (5) years of service must be full-time. Therefore, one is not eligible for an early retirement agreement if he/she has worked less than full-time or if he/she has taken a leave of absence during the immediately preceding five (5) years.

3. The member's last year of eligibility is the year of his/her 65th birthday.
4. This option is limited to those certificated employees who do not hold positions with salaries above the maximum of a school principal for the segment in which they are employed. (For personnel not employed in the schools, salaries shall not exceed the maximum for a senior high school principal.)
5. To qualify, an employee shall be required to develop with a school principal or other administrator in charge of a school or office a plan whereby he/she shall not serve less than half-time. (For teachers, "half-time" means full-time for at least one school semester, or three and one-quarter (33) hours per day for a full school year. For other certificated employees, "half-time" means full-time for one-half the days required for the individual's position classification, or one-half the hours required for his/her position classification for the number of days required annually for his/her position classification.)
6. Under this plan, the employee agrees to make contributions to the State Teachers' Retirement Fund which would not be less than those he/she would make if he/she were employed on a full-time basis, and the district would be required to make similar contributions. Thus, each year served under this plan shall be counted as a full year of service under the State Teachers' Retirement System.

7. The employee shall be fully covered under the district's group health, life and dental insurance program, but shall be required to pay his/her share of the premiums for dependents for a full year, as is any other employee.
8. The salary of the employee shall be that which is a pro-rate share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but he/she shall retain all other rights and benefits for which he/she makes payments that would be required if he/she remained in full-time employment. He/she shall not advance on the salary schedule unless he/she serves 75% of the required days of service for his/her position classification even though on a part-time basis. An employee exercising this option shall not be deprived of any benefits to which he/she would otherwise be entitled.
9. A contract shall be executed between the employer and employee through Human Resource Services under this plan. It shall not exceed five years and may be revoked prior to its expiration only by mutual consent of the employer and the employee.
10. Salaries will be paid as follows:

If on duty the fall semester and off duty the spring semester, the gross monthly salary will be determined by multiplying the number of teaching days in the fall salary semester by the employee's full-time daily salary rate and dividing the result by 12 months.

If on duty the spring semester and off duty during the fall semester, the gross monthly salary will be determined by dividing one-half of the employee's annual full-time salary by 12 months.

If working more than one-half time but less than full time for the entire school year, the employee's gross monthly salary will be determined by dividing the employee's part-time annual salary (based upon percent of time worked) by 12 months.
11. Sick leave will be earned at the rate of one full day of sick leave for each month of full-time service. If only a percentage of a day is worked, sick leave will be earned at the same percentage. Sick leave will not be paid for illness occurring during the period the employee is not on duty.
12. If the employee is off duty during the fall semester, he/she receives salary during that period, and, if for any reason the employee does not serve as agreed, the employee or the estate will return the salary that has been paid while off duty.
13. Retirement contributions for service not credited because of termination of contract or agreement, by resignation, dismissal, or retirement will be returned to the employee or, in the case of death, to the beneficiary.



Human Resource Services

Early Retirement Incentive Agreement (Certificated)

I, _____, hereinafter referred to as Employee, hereby agree with the Sacramento City Unified School District, hereinafter referred to as Employer, to reduce my work load from full-time to _____% for the purposes and under the conditions specified in Education Code Sections §44922 and §22713, as enacted by the 1974 California Legislature (amended in 2007), for period beginning the _____ school year and continuing until the end of the school year.

I agree to the following specific assignment: (check one)

- Part-time for the school year, as specified above.
- On duty Fall semester; off duty Spring semester.
- On duty Spring semester; off duty Fall semester.

although I agree that during the period of this agreement I may be reassigned or transferred in accordance with Employer's duly adopted regulations governing transfer and assignment.

It is understood that this agreement may be revoked only by the mutual consent of the Employee and the Employer.

It is further agreed that I shall be paid a pro-rata share of the salary I would be earning had I not elected to exercise the option of part-time employment and shall retain all other rights and benefits for which I make payment that would be required if I remained in full-time employment.

I understand that I will receive full-time retirement credit under the State Teachers' Retirement Fund during the duration of this agreement provided I contribute to the State Teachers' Retirement Fund the amount that would have been contributed if I were employed on a full-time basis. Employer likewise agrees to contribute to the State Teachers' Retirement Fund the amount that Employer would have contributed had Employee been employed on a full-time basis.

I understand that my salary will be paid as follows:

If on duty the fall semester and off duty the spring semester, my gross monthly salary will be determined by multiplying the number of teaching days in the fall semester by my full-time daily salary rate and dividing the result by 12 months.

If on duty the spring semester and off duty during the fall semester, my gross monthly salary will be determined by dividing one-half of my annual full-time salary by 12 months.

If working more than one-half time but less than full time for the entire school year, my gross monthly salary will be determined by dividing my annual part-time salary (based upon percent of time worked) by 12 months.

It is understood that my voluntary deductions (health insurance dependent coverage, SCTA, etc.) will continue unless I notify the Payroll Department in writing that a deduction is to be discontinued and the date of discontinuance.

It is understood that sick leave will be earned at the rate of one full day of sick leave for each month of full-time service. If only a percentage of a day is worked, sick leave will be earned at the same percentage. It is further understood that sick leave will not be paid for illness occurring during the period the Employee is not on duty.

If my salary warrant is now being sent to a bank for deposit, this will continue. If it is now being sent to my employment location, I agree to sign a Power of Attorney form in the Payroll Department so that my salary warrant may be sent directly to a bank or the Superior California School Employees Credit Union for deposit.

If I am off duty during the fall semester and receive salary during that period, I agree that, if for any reason I do not serve as agreed, I or my estate will return the salary I have been paid while off duty.

Regulations adopted by the Board of Education of the Sacramento City Unified School District on June 9, 1975, are printed on the attached bulletin and made a part of this agreement.

EMPLOYEE:

Signature

Position

Position Location

Present Address

Address While Off Duty if Known

Date

EMPLOYER:

Signature

Title

Date
FOR OFFICE USE ONLY
Fax: STRS
cc: Retirement Technician – Payroll
Human Resource Services

Initials / Date

Reduced Workload Program Eligibility Certification

ES 1161 (Rev. 4/10)

CALSTRS

California State Teachers' Retirement System
 P.O. Box 15275, MS 17
 Sacramento, CA 95851-0275
 800-228-5453
 CalSTRS.com

NAME (LAST, FIRST, INITIAL)

CLIENT ID OR SOCIAL SECURITY NUMBER

COUNTY CODE/NAME

DISTRICT CODE/NAME

ELIGIBILITY REQUIREMENTS	YES	NO
1. Reduced Workload Program participation board approved		
2. Attained age 55 prior to the Reduced Workload Program effective date		
3. Employed on full-time basis to perform creditable service and must have at least 10 years of service credit in a certificated position prior to the reduction in workload.		
4. Employed on a full time basis immediately preceding the Reduced Workload Program effective date with five years of service credit.		
5. Salary not greater than that of: <ul style="list-style-type: none"> • School principal (K-12) • No limit (community college) 		
6. Agreement: <ul style="list-style-type: none"> • Exists between employer and participant • Is being initiated at the beginning of the school year and concluding at the end of the school year • May be revoked by consent of both parties • Has not been in effect for more than 10 years • Requires participant to work at least 50 percent of the time 		

Note: If the response to any of the above items is "no," the employee may not be eligible to participate in the Reduced Workload Program, and must contact CalSTRS immediately for final determination.

Reduced Workload Program EFFECTIVE DATE	FULL-TIME SALARY	PERCENTAGE CONTRACT
	\$	%

I hereby certify by submitting this form that the employee mentioned above is eligible to participate in the Reduced Workload Program as described in Education Code sections 22713, 44922 (K-12), 87483 (community college). I understand that this certification must be completed and approved by CalSTRS before the employee begins working a reduced schedule.

I understand it is a crime to fail to disclose a material fact or to make any knowingly false material statements for the purpose of altering a benefit administered by CalSTRS and it may result in penalties, including restitution, up to one year in jail and a fine up to \$5,000 (Education Code section 22010).

AUTHORIZED PERSON/Signature	NAME & TITLE	DATE
		

CalSTRS USE ONLY	SIGNATURE	APPROVAL DATE



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