

**STATEMENT – CAROL GARRISON, CalSTRS Case No.: STRS20190002, 17apr2026**

**ISSUE:**

Does compensation earned for full-time service as a Title I Coordinator and ELL Coordinator qualify as creditable compensation within the Defined Benefit (DB) program for purposes of retirement calculations?

This case turns on how “creditable compensation” is understood and applied within an established compensation structure. The record reflects that I did not perform classroom teaching duties, had no classroom, and worked full-time in a coordinator role. The Proposed Decision recognizes these facts. The Kern High School District formally recognized **my classification as a Title I Coordinator** and certificated bargaining unit employee under the binding October 18, 2016 agreement signed by Associate Superintendent Mike Zulfa and other KHSD administrators, as documented in the 2016–2019 KHSD Collective Bargaining Agreement (p. 74). The remaining question is how compensation earned within that role should be treated under the statutory framework governing DB benefits.

In that context, this matter is not about choosing between classifications such as “teacher” or “coordinator.” Rather, it concerns how compensation—earned through full-time certificated service and structured under a Collective Bargaining Agreement (CBA)—fits within the definition of creditable compensation.

**CREDITABLE COMPENSATION:**

Education Code §22115 defines creditable compensation as consisting of two components that operate together:

- 1. The annualized pay rate based on salary for a full school year**
- 2. Remuneration paid in addition to salary**

The first component, in my case, is reflected in my placement on the *KHSD Certificated Base Salary Schedule*. The Proposed Decision correctly applies this portion.

The second component—which is less common) is *remuneration paid in addition to salary*. This type of remuneration arose from the KHSD CBA, which provides *Stipend Factors* to Title I Coordinators and ELL Coordinators for the performance of extra services. *Stipend Factors* (1% period period), were applied directly to my regular placement on the *Certificated Base Salary Schedule* (as required in writing by the CBA page 91), increasing my creditable earnings by six percent every month.

This compensation was a uniform, collectively bargained salary provided to all Title I Coordinators within the KHSD. Within my full-time Title I Coordinator assignment, I earned the maximum cap of 1.000 year of service credit each school year from 1994 until 2014. The additional remuneration I earned did not ever increase my STRS service credit beyond the 1.000 yearly cap. Both components, *Certificated Base Salary Schedule* and *remuneration in addition to salary (Stipend Factors)* are required for an accurate calculation of DB benefits.

To the extent the Proposed Decision focuses primarily on *Certificated Base Salary Schedule* placement without fully addressing *remuneration paid in addition to salary*, it may reflect the inherent complexity of how these elements function together within the statutory framework to correctly calculate STRS service credit.

#### **CONSISTENT TREATMENT AND REPORTING HISTORY:**

For more than 20 years, my Title I Coordinator compensation (6%) was consistently treated as creditable to the DB program:

- **February, 1994–June, 2002:** All earnings were aggregated, with Title I and ELL *Stipend Factors* applied to the *Certificated Base Salary Schedule* per the CBA and reported to DB. There was no Defined Benefit Supplemental (DBS) at this time.

- **July 1, 2002– September 30, 2014:** All earnings were aggregated and reported to DB. Title I and ELL *Stipend Factors* were treated as *special compensation* (did not earn service credit) and applied to my regular placement on the *Certificated Base Salary Schedule* per the CBA. (DBS officially started on July 1, 2002.)
- **October 1, 2014 - December 31, 2014:** A KHSD reporting error incorrectly redirected the Title I and ELL *stipend factors* from DB to DBS. (DBS is an individual account that holds certain contributions and grows with investment returns which are subject to investment performance).
- **January 1, 2015:** STRS' Creditable Compensation Regulations took effect and the October 1- December 31, 2014 reporting change was not fully addressed.
- **June 3, 2017 - today:** My pension has reflected a 6% reduction due to the redirection away from DB to DBS commencing on October 1, 2014, a date that fell within my final compensation 3-year period. At no time during my last three years of employment did my duties, assignment, and compensation structure change.

CalSTRS acknowledged that the October 2014 reporting error was incorrect according to the October 18, 2018 'STRS Determination' letter sent to me and my employer, yet the long-standing treatment of my compensation still is not reconciled with that acknowledgment.

#### **KEY POINTS OF CLARIFICATION:**

##### **1. Nature of the Assignment**

My full-time assignment was Title I Coordinator. The record reflects that I did not perform classroom teaching duties. The compensation at issue reflects my primary, full-time role as Title I Coordinator, rather than services performed in addition to another presumed assignment of classroom teacher.

## 2. Salary Schedule and Classification

The use of a common 'base' salary schedule does not, by itself, define classification. The CBA recognizes multiple certificated roles, including Title I Coordinators, while using a shared structure for compensation placement such as a *Certificated Base Salary Schedule* and additional *Stipend Factors/remuneration in addition to salary*.

## 3. Structure of Compensation

The *Stipend Factors* for Title I and ELL responsibilities were applied uniformly and as a percentage (1% per period) of the *Certificated Base Salary Schedule*. This structure aligns with compensation that is integrated into creditable compensation, rather than separate/discretionary payments for duties performed outside of the regular school day.

### **CTA/NEA / COLLECTIVE BARGAINING ALIGNMENT:**

As a certificated employee, I worked under the KHSD CBA, a bilateral and binding agreement between the KHSD and the Kern High School Teachers Association, an affiliate of the California Teachers Association (CTA) and the National Education Association (NEA).

The structure of my compensation—including both *Certificated Base Salary Schedule* placement and *Stipend Factors*—was collectively bargained and uniformly applied. My signatory reliance on that structure over the course of my career reflects the stability and predictability that collectively negotiated agreements are intended to provide.

**IMPACT:** This case does not involve pension spiking, as my compensation structure was stable, uniform, and consistently applied over more than two decades.

The impact arises from two distinct issues:

1. KHSD reporting error during a brief period at the end of my career, resulting in an approximate 6% permanent reduction in my lifetime pension benefit.

2. To date, I have not been provided with an explanation of the authority under which DB contributions were collected on Title I and ELL coordinator compensation for two decades, credited to my DB account, and retained therein to date, nor how that treatment aligns with applicable STRS' rules governing creditable compensation.

The relationship between the Defined Benefit and Defined Benefit Supplement programs is inherently complex and may not be immediately clear upon initial encounter. This is especially pertinent in cases where compensation is structured through a combination of both *Certificated Base Salary Schedule* and remuneration in addition to salary resulting in 1.000 year of service credit.

## **CONCLUSION:**

For the reasons set forth above, I respectfully request that the Board reject the Proposed Decision. The record reflects that my compensation was earned through full-time service in a recognized certificated role and was consistently treated as creditable to the Defined Benefit program over more than two decades. This case ultimately turns on the proper application of earnable compensation as defined in statute, including both *Certificated Base Salary Schedule* and *remuneration paid in addition to salary*, as structured through the governing KHSD CBA. It also turns on whether that compensation is recognized within the Defined Benefit framework—where it contributes to a lifetime, formula-based pension—or redirected to the Defined Benefit Supplement, a separate account that is not a pension plan and does not factor into final compensation. Over the course of my career, my compensation was reported, accepted, and relied upon as part of the DB program. A determination that reflects that long-standing structure would be consistent with the statutory framework, the CBA, and STRS' fiduciary duty that guide the administration of retirement benefits. If the Board determines that further clarification is warranted regarding the interaction of these components, I respectfully request consideration of a limited modification or remand to ensure that earnable compensation is fully evaluated under Education Code section 22115. I respectfully thank the Committee for its time and careful consideration of the record, the applicable statutes, and the issues presented in this appeal.