



March 24, 2023

VIA Electronic Mail: jaikaur@calstrs.com

Jaismin Kaur
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Re: Dorothy Cole (Case No. STRS20220003; OAH Case No. 2022050676) - Written Statement for Committee Review

To the Committee:

Our office represents Dr. Dorothy Cole, a recently widowed African-American woman who has dedicated her life to education and educating our youth. We ask you to reconsider the Proposed Decision in her matter. The reasons for why reconsideration is warranted are expressed in this letter (see below) as well as in the attached letter directly from Dr. Cole.

The longevity pay from 2007 to the end of Dr. Cole's employment was in fact creditable compensation as defined by Ed. Code 22119.2. This is because when she became eligible for it, it was available to all persons in her class of employees (school psychologists) who had completed sufficient years of service, and continued to be available to all school psychologists who had completed sufficient years of service by 2007 through 2017 pursuant to a publicly available contract.

The record is unclear why the District discontinued longevity pay for this class in the 2017-2018 school year. In accordance with the publicly available contract, the longevity pay should have been paid to all eligible school psychologists following the 2017-2018 school year. Dr. Cole's continued receipt of longevity pay following her 2017 grievance does not constitute

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severance pay or a compromise settlement, but rather was paid in accordance with the publicly available contract as outlined above, and the grievance was only a means of enforcing the terms of that contract. Regarding the grievance, Dr. Cole was awarded everything she requested, and the grievance was decided entirely in her favor with no requests for relief on her part that were not granted. As such, this grievance was absolutely not a compromise excluded from creditable compensation under Ed. Code 22119.2(d)(8).

Equitable estoppel also favors reconsideration of this matter in favor of Dr. Cole. CalSTRS was aware or reasonably should have been aware of the inclusion of longevity pay in the salary reported by the District as of Dr. Cole's retirement application date of June 4, 2020 and her retirement date of July 1, 2020, given Dr. Cole's multiple inquiries and communications with the agency prior to her retirement date. Additionally, it is a fact that by August 11, 2020, CalSTRS did discover the alleged error, but failed to communicate it to Dr. Cole until December 2020. Dr. Cole reasonably relied upon these calculations to her detriment, and CalSTRS was aware that Dr. Cole was relying upon their calculations to determine her retirement date.

Finally, CalSTRS is prohibited by law from seeking any reimbursement for overpayment from Dr. Cole. Education Code section 24616.2(a)(2) specifically states that any reporting error by an employer that results in an overpayment, as CalSTRS alleges in Dr. Cole's case, is to be reimbursed by the employer.

As such, we respectfully request that the Appeals Committee reverse the decision, maintain Dr. Cole's current monthly pension amount, and prohibit CalSTRS from collecting any alleged overpayment. Your consideration of this matter, which is of vital importance to Dr. Dorothy Cole and her family, is greatly appreciated.

Sincerely,

LAW OFFICE OF JONATHAN TURNER



Jonathan C. Turner

03/24/2023

In the Matter of Appeal Regarding the Final Compensation Calculation of: Dorothy Cole

Dear Counsel:

I Dorothy Cole would like to submit a brief written statement to support my position for the committee to review regarding the calculation of my Final Compensation.

First of all, I received numerous benefit calculations from CalSTRS stating my years of service, salary, and final compensation upon retirement. I even received a benefits calculation from CalSTRS in October 2020 after I had retired with the benefit amount the same as previously given to me. I relied upon this information detrimentally in making the decision to leave my position of Psychologist. I would have never retired had I known my benefit would be \$816.29 less than quoted by CalSTRS.

When addressing the "longevity pay", it was offered to everyone in the class of "Administrative and Special Services Salary Schedule" as stated by the Director of Human Resources, I was the only one eligible to receive it based on my years of service (I was not given special treatment). When 2007-2008 budget cuts happened throughout the State of California to school districts (Longevity pay was discontinued), except for those like myself who already met the criteria to receive it. In 2017-18 school year the Psychologists became members of the union THEN HR director took longevity pay away from me without warning because of her personal dislike for me spearheading the Psychologists joining the union (LTA). I filed a grievance and it was returned, which was not a compromised settlement.

If the district did not seek advice or guidance regarding whether longevity pay should be included in the reported compensation, then that is their mistake and incompetency and I should not be held responsible for that and my benefits reduced. Just as CalSTRS relied on their correct reporting so did I.

I did not receive the recalculation letter until 12/8/2020, which was too late to ask the district to reinstate my position to work more years or to ask CalSTRS for a "Redeposit Purchase of Permissive Service or to pay the difference between what Lynwood reported for my single highest year \$125,470.56 and what CalSTRS is saying was \$114,267.96. The difference being \$11,202.60.

In conclusion, I am asking for the board to reconsider all my statements of facts, the misreporting of compensation by Lynwood Unified SD, and misinformed statements of benefits that I relied upon and render a fair decision in my case. I am asking to be allowed to at least pay to CalSTRS the difference in error \$11,202.60 for my single highest year of salary for 2019-20 school year in order to keep my benefits pension the same.

Thank you,


Dorothy L. Cole