

Post-Retirement Employment Agreement

This Post-Retirement Employment Agreement (the “Agreement”) is entered into by the Board of Education (“BOARD”) of Douglas County School District Re-1 (“SCHOOL DISTRICT”) and _____ (“EMPLOYEE”) this 1st day of August, 2021.

RECITALS

A. **WHEREAS**, the EMPLOYEE has retired or intends to retire from public employment and is receiving, or has made/will make application to receive, retirement benefits from the Public Employees’ Retirement Association (“PERA”); and

B. **WHEREAS**, a PERA service retiree is permitted by statute to be employed by an employer without a reduction in retirement benefits as long as such employment does not exceed 140 days per calendar year and subject to other PERA requirements set forth in applicable law; and

C. **WHEREAS**, EMPLOYEE desires post-retirement employment with the SCHOOL DISTRICT on terms that will not result in a reduction of PERA retirement benefits and the SCHOOL DISTRICT desires to employ EMPLOYEE subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises made herein and of the recitals above which are hereby incorporated by reference, the Parties agree as follows:

AGREEMENT

1. **Employment; Term; At-Will**

1.1 The BOARD hereby employs EMPLOYEE and EMPLOYEE hereby accepts such employment in the SCHOOL DISTRICT subject to the terms and conditions of this Agreement. EMPLOYEE is initially assigned as a _____. EMPLOYEE agrees to perform services, activities, and assignments for such days of the year and at such times as may be directed by and in accordance with the requirements of the BOARD, the Superintendent or administrative personnel. Such services shall generally be assigned and performed in accordance with the dates and times prescribed in the SCHOOL DISTRICT calendar, as may be amended from time to time. EMPLOYEE’S assignment is subject to change at any time at the discretion of the Superintendent or designee. EMPLOYEE acknowledges that this Agreement is voidable at the option of the SCHOOL DISTRICT should reference checks, including criminal background checks prove unsatisfactory or for failure to supply documents required by the office of Human Resources on or before the effective date of this Agreement.

1.2 EMPLOYEE'S employment shall commence on August 1, 2021. EMPLOYEE'S employment under this Agreement is limited to 140 days in the 2021 calendar year and 140 days in the 2022 calendar year. EMPLOYEE shall be solely responsible for assuring that the services provided under this Agreement do not exceed 140 days in any calendar year, and that EMPLOYEE'S employment with the SCHOOL DISTRICT otherwise complies with the requirements of PERA concerning post-retirement employment, including, but not limited to, any service gap requirements. EMPLOYEE agrees to indemnify and hold harmless the SCHOOL DISTRICT and its past and current board members, employees, and agents from and against any claim concerning any forfeiture of compensation or benefits, including any PERA retirement benefits anticipated by EMPLOYEE, related in any way to this Agreement or EMPLOYEE'S performance of services hereunder.

1.3 Notwithstanding anything in this Agreement to the contrary, EMPLOYEE'S employment under this Agreement is at will and may be terminated at any time, with or without cause, either by the EMPLOYEE or the SCHOOL DISTRICT.

1.4 Subject to earlier termination as provided in Section 1.3, EMPLOYEE acknowledges that this Agreement expires on June 30, 2022 and EMPLOYEE cannot be employed by the BOARD beyond June 30, 2022 without BOARD action and EMPLOYEE entering into a new agreement with the BOARD.

2. Compensation and Benefits

2.1 EMPLOYEE will be paid at the rate of \$_____ per hour, payable in monthly installments. Based on the role, the FTE of the EMPLOYEE and EMPLOYEE'S work schedule, this pay may be determined as a daily rate. Employee time and work hours will be tracked accordingly.

2.2 The EMPLOYEE's salary shall be subject to withholding as required by law.

2.3 The EMPLOYEE shall not be entitled to placement on the SCHOOL DISTRICT's regular salary schedule. Rather, the salary referenced above has been agreed to based upon the temporary and limited nature of the EMPLOYEE's post-retirement employment, the EMPLOYEE'S assignment(s), and the nature of the position for which the EMPLOYEE is retained.

2.4 Apart from paid sick leave, the EMPLOYEE shall not be entitled to any benefits that are provided to regular employees under any SCHOOL DISTRICT policy, administrative regulation or procedure, handbook or collective bargaining agreement, including, but not limited to, insurance coverage, vacation, personal leave, or professional leave.

3. Conditions of Employment

3.1 The EMPLOYEE agrees to comply with all of the applicable laws, statutes, rules, and regulations of the United States of America and the State of Colorado as well as the

administrative regulations, policies, and procedures of the SCHOOL DISTRICT and the State Board of Education; provided, however, that nothing set forth in the above-mentioned laws, rules, regulations, policies, and procedures shall alter the at-will nature of the EMPLOYEE's employment. Further, the EMPLOYEE will have in full force and effect, upon the commencement date and at all times during the term, all state licenses as may be required for the position for which EMPLOYEE is retained and will meet all of the professional standards required by the SCHOOL DISTRICT and Colorado law. Failure to comply with this provision shall be a material breach of this Agreement and grounds for termination.

3.2 The EMPLOYEE understands and agrees that due to the temporary and limited nature of the EMPLOYEE'S post-retirement employment under this Agreement:

3.2.1 The EMPLOYEE's employment shall not be subject to any collective bargaining agreement between any recognized employee organization or association and the SCHOOL DISTRICT, and that the EMPLOYEE will not be a member of any bargaining unit.

3.2.2 The EMPLOYEE will not be entitled to the benefit of any SCHOOL DISTRICT policies or administrative regulations and procedures relating to evaluation, compensation, performance pay, grievances, due process or seniority.

3.2.3 The EMPLOYEE will not be subject to rights or benefits relating to notice of contract renewal, grounds for dismissal, procedures for dismissal, transfer or compensation, as provided under the Colorado Teacher Employment, Compensation, and Dismissal Act.

3.3 The EMPLOYEE accepts the terms and conditions of this Agreement and acknowledges that the EMPLOYEE is not presently under contract elsewhere for the school year indicated on this Agreement in a way that would conflict with the duties accepted at the SCHOOL DISTRICT.

IN WITNESS WHEREOF, the parties hereto have executed this Post-Retirement Employment Agreement as of the date first set forth above.

Employee

School District Re. 1,
Douglas County, Colorado

By: _____
President, Board of Education

ATTEST:

By: _____
Secretary, Board of Education

Note: This Agreement valid only when countersigned by the Chief Human Resources Officer.

By: _____
Chief Human Resources Officer

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