

CLASSIFIED PERSONNEL 110/110
POST-RETIREMENT AT WILL EMPLOYMENT AGREEMENT

This is an agreement for employment (the "Agreement") entered into by the Board of Education of Boulder Valley School District Re. 2, in Boulder County, Colorado ("SCHOOL DISTRICT") and _____ ("EMPLOYEE"), this ____ day of , (Mo/Year)_____.

RECITALS

- A. The EMPLOYEE has retired from public employment with the SCHOOL DISTRICT and is receiving, or has made application to receive, retirement benefits from the Public Employees' Retirement Association ("PERA").
- B. A service retiree under PERA is permitted by statute to be employed by an employer without a reduction in retirement benefits as long as such employment does not exceed one hundred ten days per calendar year.
- C. The EMPLOYEE desires temporary 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 on an at-will basis for a term that does not exceed one hundred ten days per calendar year ("110/110 Option").
- D. The SCHOOL DISTRICT has determined that the EMPLOYEE is eligible for employment under the SCHOOL DISTRICT'S 110/110 Option.

AGREEMENT

1. Term of Employment

1.1 The EMPLOYEE shall be employed as a _____ in the SCHOOL DISTRICT for the effective period beginning _____, (year), and ending _____, (year).

1.2 Employment under this Agreement is limited to one hundred ten days in any calendar year. Notwithstanding any other provision of this Contract, you shall not be required to perform services hereunder for more than 110 days during any calendar year or portion of a calendar year covered by this contract. You shall be solely responsible for monitoring your days worked to ensure compliance with any restrictions imposed by PERA, and notifying your supervisor at least ten days in advance if you have been advised by PERA that you must conclude your employment before the scheduled end date for your services.

1.3 Employment under this Agreement may be terminated at any time, during the effective period with or without cause, either by the EMPLOYEE or the SCHOOL DISTRICT.

1.4 The EMPLOYEE acknowledges that this Agreement is automatically terminated upon expiration of the effective period, if not otherwise terminated prior to such expiration by the EMPLOYEE or the SCHOOL DISTRICT.

2. Compensation and Benefits

2.1 The EMPLOYEE's salary shall be subject to withholding and PERA contributions as required by law.

2.2 The EMPLOYEE shall not be entitled to placement on the SCHOOL DISTRICT's regular salary schedule. However, the salary is the same base rate that the EMPLOYEE would have received had the EMPLOYEE not retired.

2.3 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, health, dental, life and disability insurance, vacation, personal leave, sick leave, annual leave, or holidays.

2.4 The EMPLOYEE shall work with their supervisor and Human Resources to establish the number of contract days in this agreement based on the number of available regular work days, excluding holidays. If the EMPLOYEE does not work one of the regularly scheduled work days, regardless of the cause, the EMPLOYEE must make-up the time missed with the principals/supervisors' approval or must indicate "absent without pay" on the weekly timesheet and take a dock in pay, based upon his/her rate of pay, for the time missed.

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 nature of the EMPLOYEE's temporary, at-will employment herein contained. 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.

3.2 The EMPLOYEE understands and agrees that due to the temporary and limited nature of his or her 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.

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, benefits, grievances, due process, leave, transfer or seniority and you expressly agree to waive any right to claim nonprobationary employment status with the District pursuant to any legal basis.

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

Employee

BOULDER VALLEY SCHOOL DISTRICT RE-2

By: _____
President, Board of Education