

GCQEB SUPPLEMENTAL EMPLOYMENT OF RETIRED PROFESSIONAL STAFF

At the sole discretion of the District, any employee who retires from the District with PERA retirement benefits and has completed ten (10) continuous years of service with the district may be re-employed up to one year immediately following the date of retirement. Such re-employment is subject to the following conditions:

1. The employee must submit an irrevocable letter of retirement, including specific retirement date, and the letter is accepted and approved by the District. The employee's retirement will be processed including final payment of salary and benefits. Any continuing employment rights which the employee had under Colorado statutes are otherwise terminated on the date of retirement.
2. A retiree's re-employment with the District will be considered on an individual basis. The employment of a retiree is solely within the District's discretion.
3. Any retiree hired in accordance with this policy is subject to the following terms and conditions of employment:
 - a. The retiree must hold a current license or certificate appropriate for the position.
 - b. The retiree's most recent evaluations must reflect satisfactory performance.
 - c. The retiree may work up to a maximum of 110 days each calendar year as provided for under PERA requirements.
 - d. The retiree must be rehired for a position for which he or she is licensed and/or qualified by training and experience.
 - e. The retiree's salary will be based on the salary schedule step last used for the retiree's last contracted year and no longevity or experience steps or horizontal transfers due to increased educational attainment shall be awarded.
 - f. The district will provide its usual allotment regarding medical, dental, vision, and life benefits to the retiree, provided that employee decides to participate in the district's medical benefit plan. No annuity or other compensation will be awarded for non-participation.
 - g. The retiree will not be eligible for any additional district benefits, beyond those addressed in f, above. Annual leave, cumulative leave, professional leave, sick leave, and personal leave will not be awarded. Additional contributions by the district to PERA will not be provided.
 - h. If the retiree is absent from work, he/she will be docked his/her daily rate, based on the number of contracted days.
 - i. The retiree will sign a memorandum which delineates the terms and conditions of employment.
 - j. The employment relationship between the retiree and the District is one of employment at will, and it may be terminated at anytime for any reason by either the retiree or the District.
 - k. The retiree's appointment is subject to the laws of the State of Colorado, and the rules and regulations of PERA, the Miami Yoder School District, and the board and administrative procedures during the retiree's employment.
 - l. The District shall not be responsible for the retiree's continuing eligibility for PERA benefits.

Nothing in this policy in any way limits the right of the District to hire or not hire a retiree. The District retains the sole discretion with regard to the interpretation and application of this policy and reserves the right to revise or eliminate this policy at any time.

LEGAL REF: 22-64-111 (employment after retirement)

ADOPTED: MARCH 12, 2003
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