      SCHOOL DISTRICT

**CONTRACT FOR EMPLOYMENT AS A**

**RETIRED CERTIFICATED EMPLOYEE**

This Contract, made as of the signature date shown below, provides for temporary employment of       (“Employee”) as a retired certificated employee by the       School District (“District”) (collectively “the Parties”).

**RECITALS**

A. Employee understands and agrees that during the term of this Contract, he/she will be classified as a Retired Certificated Employee under applicable law providing for post-retirement employment and that Employee shall have no right to claim Probationary or Permanent classification with District.

B. Employee represents that he/she possesses the following California credentials and certificates, duly registered with the County Office of Education/County Superintendent of Schools and will provide verifications of such credentials and certificates.

|  |  |
| --- | --- |
| **Type of Credential/Authorization** | **Expires** |
|  |  |
|  |  |
|  |  |

C. Employee further represents that he/she is not under contract or any other employment obligation or agreement with another school district or any other public or private school entity that would conflict with this Contract.

D. District and Employee acknowledge that Employee, as a retired member of the California State Teachers’ Retirement System (“CalSTRS”) defined benefit program, cannot be hired by District for at least 180 calendar days after his/her retirement from service, unless he/she has attained the normal retirement age and qualifies for an exemption to the 180-day waiting period as provided in Education Code section 24214.5. If Employee is eligible for the exemption from the 180-day waiting period, District’s Superintendent or designee shall submit all required documentation to substantiate eligibility for the exemption to CalSTRS before Employee begins performing service for District.

E. District by law is empowered to hire certificated persons and is desirous of filling a temporary opening in its certificated service with a retired certificated employee for the time period shown below and subject to all applicable restrictions specified by CalSTRS.

F. District expressly relies on the above representations of Employee in entering into this Contract.

**NOW, THEREFORE,** the Parties, and each of them, agree as follows:

**TERMS**

1. **Recitals.** The recitals above are true and correct.

2. **Employment and Notification of Classification**. District offers to Employee, and Employee accepts, temporary employment in the certificated service of District pursuant to the terms of this Contract. Employee understands and agrees that his/her classification is not as a probationary employee and that his/her employment under this Contract will not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a permanent employee of District.

3. **Terms of Employment**: This Contract provides for employment beginning      , 20      and continuing until the earliest of the following events:

a. Resignation;

b. Termination of employment due to abandonment of position;

c. Termination of employment due to failure to maintain a valid credential, certificate, or authorization;

d. Termination by District of temporary employment;

e. Termination for any other reason authorized by law; or

f. June 30, 20     .

Employee understands and agrees that he/she is not entitled to a statement of, or a hearing on the issue of, the reason(s) for any termination of employment.

4. **Resignation**: Employee expressly resigns the employment provided by this Contract as of June 30, 20      unless the employment terminates sooner as provided in paragraph 3 above.

5. **Consent to Assignment and Maintenance of Credential(s).** Employee consents to placement in any lawful assignment. Employee warrants and represents that he/she will, with respect to each credential or authorization recited above and any other credential subsequently obtained by Employee:

a. Immediately register each credential or authorization with all appropriate agencies, including the County Office of Education/County Superintendent of Schools.

b. Take and pass all examinations or continuing education courses which are now or may be required for renewal of each credential or authorization.

c. Refrain from any act or omission which is intended to or will result in suspension, revocation, expiration, or de-registration of any or all credentials or authorizations.

Employee acknowledges that his/her employment with District is expressly conditioned on maintenance of each credential and authorization. Failure to maintain valid certification will result in termination of employment and this Contract. A decision by District not to terminate and/or pursue remedies for breach of contract under this Contract shall not be deemed a waiver of District’s rights with respect to a later incident of failure to maintain a valid credential or authorization.

6. **English Learner Requirement**. Employee acknowledges that he/she must timely complete any and all requirements for English Learner certification, if not already completed.

7. **Compensation, Health and Welfare Benefits, and Leaves of Absence.**

a. Employee will be compensated for services after appropriate placement on the certificated salary schedule and as shown in Attachment A. Initial placement and compensation will be as determined by District salary schedule. It is Employee’s responsibility to provide District with evidence of entitlement to specific placement.

b. Any available health and welfare benefits and leaves of absence are also shown in Attachment A.

c. The annualized rate of pay for Employee’s services shall not be less than the minimum, nor exceed the maximum, amount paid by District to other employees performing comparable duties. Additionally, the amount will not exceed the post-retirement earnings limitation set forth in Education Code section 24214(f) or any other applicable law. For the 20     -20      school year, this limitation is $     . Compensation payment will be made monthly by payroll salary warrant with appropriate withholdings required by law and other legally authorized deductions. District agrees to maintain accurate records of Employee’s earnings and report those earnings monthly to CalSTRS and Employee.

d. District shall be entitled to recover for any erroneous excess payment, regardless of cause. Employee acknowledges and agrees that any excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due during or on account of that fiscal year.

8. **Final Approval of Contract.** Upon execution by Employee, this Contract constitutes an irrevocable acceptance of employment but confers no equitable or legal rights until and unless the Contract is approved by District’s Board of Trustees (“Board”) at a lawfully conducted public meeting or by a designee of the Board who has been expressly delegated, by the Board, the authority to approve such contracts.

9. **Adherence to Laws and Regulations.** Employee agrees that he/she will faithfully adhere to all laws of the State of California and the United States; the regulations of the State Board of Education; the regulations, policies, and directives of District; and all lawful directives of Employee’s superiors.

10. **Entire Agreement.** This Contract may be executed in several counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully-executed Contract and shall be deemed legally effective at such time as the fully-executed Contract is delivered to the Parties. Facsimile or scanned signatures shall have the same effect as original signatures for all purposes.

Executed on       at      , California.

**Temporary Employment of Retired Employee Approved by District**:

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| --- | --- |
| Name: | Name: |
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| District Administrator’s Signature | Employee’s Signature |
| Title: |  |

**Resignation of Employee Accepted by District:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

District Administrator’s Signature

Title: