Memorandum of Understanding

Re: 110/110 Post-Retirement Employment of Teachers

The District agrees to allow teachers, with the written consent of the school administrator, to enter into a 110/110 calendar-day employment contract under PERA guidelines for eligible employees who desire post-retirement employment.

DCTA and the District agree that the following guidelines apply to the employment of teachers post-retirement:

Employment is currently limited to one hundred ten days in any calendar year.

The employee shall not be entitled to placement on the District's regular salary schedule. However, the salary will be the same as the base salary that the employee would have received had the employee not retired.

The employee shall not be entitled to any benefits that are provided to regular employees under District policy, administrative regulation or procedure, handbook or collective bargaining agreement, including but not limited to vacation, personal leave, sick leave, annual leave, or professional leave. The employee may participate in the school District's medical and dental insurance plans at his/her own expense; the School District will not pay the employee or the employee's dependent's premiums. The employee will receive 2 days (prorated by FTE) of annual leave if the employee was a member of the Sick Leave Bank. Three additional days of annual leave (prorated by FTE), minus the cost of the substitute teacher from the employee's per diem rate, will be allowed to the employee. Days absent, regardless of the cause, beyond the eligible sick leave days and the additional three days will cause the employee's pay to be reduced by the per diem rate of pay.

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 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 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 District and Colorado law.
To the extent that Federal or State law requires DPS to provide benefits, at DPS expense, to post-retirement employees, DPS will no longer employ teachers post-retirement.

This MOU will remain in effect through August 31, 2017.

DCTA Representative
By: [Signature]
Date: 8/14/14

DPS District 1 Representative
By: [Signature]
Date: 8/15/14