

Santa Barbara Unified School District Exhibit

E 4317.14

Management and Confidential Personnel

POSTRETIREMENT EMPLOYMENT

Eligibility

The Governing Board may contract with employees to furnish special services and/or advice in financial, economic, accounting, engineering or administrative matters. Any person retained to furnish such services, hereinafter called retiree, shall meet the following requirements:

1. Is specially trained, experienced and competent to render special services
2. Was a management employee of the district for the equivalent of 10 years full-time immediately preceding resignation and retirement
3. Is at least 55 years of age

Services

A retiree so retained shall furnish agreed services and advice including, but not limited to, the following:

1. Demonstration teaching
2. Preparing staff development and in-service programs
3. Assisting with testing programs
4. Compiling and analyzing test data
5. Orienting and assisting new teachers
6. Designing and producing programs
7. Preparing or updating curriculum guides
8. Updating and revising school district publications
9. Developing or updating instructional materials
10. Sub for management employees who are sick for extended periods of time

Compensation

The district shall pay the consultant, based on his/her basic rate at the time of his/her retirement, up to the maximum allowed by the retiree's retirement system.

Term

Agreements shall be made, as needed by mutual consent of both parties. The retiree shall not be retained in a retirement consultancy after the age of 65, except by special action by the Board.

Social Security

The district cannot guarantee that Social Security credit will be granted for this contract. It is the responsibility of the employee to determine eligibility.

Income Taxes

The district shall withhold State and Federal Income taxes.

Workers' Compensation

The district shall provide Workers' Compensation Insurance.

Application

Application for retirement with consultancy must be received by February 15. The district shall notify applicants by April 1, if selected.

Resignation

On acceptance as a retirement-with-consultancy participant, the employee must submit a resignation from the district.

Contract

Each retiree shall sign a contract with the district which specifies the compensation, procedures for compensation, services to be rendered and the evaluation procedures for the services.

Failure to Perform

The contract may be terminated for failure to perform the assigned activity. If, in the opinion of the district, the consultant at any time fails, refuses or neglects to completely perform any of the assigned duties under this agreement, it shall constitute a breach of the entire agreement and the district may terminate this agreement, and the consultant shall return to the district any monies advanced for unrendered services. Prior to taking any action to terminate a contract for failure to perform, the consultant shall be given notice and an opportunity to be heard by the Board.

Termination by Consultant

Notwithstanding the terms of years specified herein, the consultant shall have the right to terminate, in writing, this employment agreement at the end of any of the said school years specified herein. Upon such election and acceptance by the Board, both parties shall be free from any further obligation hereunder.

SANTA BARBARA UNIFIED SCHOOL DISTRICT
Santa Barbara, California January 26, 2010