

PERSONNEL: MANAGEMENT**Early Retirement Opportunity Program**

1. Participation shall be on a voluntary basis and shall require approval by the Board of Trustees.
2. To be eligible, an employee must be a full-time employee and be at least fifty-five (55) years of age with at least ten (10) years of service in the District.
3. Employees included in this program shall serve in activities agreed to by the person and the District.
4. The contract between the person and the District shall be made for one- year periods, renewable at the option of the employee, up to five years or up to age sixty-five (65), whichever comes first.
5. Contractual arrangements are as follows:
 - 5.1 Service of Person. The person shall serve at times mutually agreeable to by the person and the Superintendent. Examples of such services are working with students individually or in groups, curriculum development, materials development, etc.
 - 5.2 Payment. For the specified service rendered each school year, the District shall pay the person a maximum of five thousand dollars (\$5,000) in equal installments upon submission to the District of an invoice in approved format and detail. Daily fee shall be equivalent to 1.1% times the previous year's daily rate. For the purpose of this policy, daily rate is the salary divided by the actual number of work days required (for 12-month employees: 365 days less weekends, less holidays, less vacation days) for that position.
 - 5.3 Expenses. Expenses-incurred by the person and agreed to by the District in the direct performance of the contractual duties shall be reimbursed by the District. Such expenses shall be enumerated in the contract by the person and the District.
 - 5.4 Term. The person may terminate the Agreement upon thirty (30) days written notice to the District.
 - 5.5 Modification. The terms of the Agreement may be modified or amended only upon mutual agreement of the parties, in writing.
 - 5.6 Hold Harmless. The person shall defend, hold harmless, and indemnify the District, its officers, agents, and employees from all liability and claims for death, sickness, or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with his/her services hereunder, whether or not resulting from his/her negligence.

- 5.7 Independent Contractor Status. The Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Policy Adopted: November 10, 1983