

4040

SEPARATION INCENTIVE PROGRAMS

A. PURPOSE:

The Seward Public School District Board of Education (referred to as the District and Board respectively) will consider if needed at the August Board Meeting or sooner the implementation and funding of a Separation Incentive Program (referred to as the Program) for the certificated teachers of the District (referred to variously as teacher, eligible employee, employee, applicant, or participant) Sections B-E. The Program is a Board policy that is intended to benefit certificated teachers who are considering terminating their employment with the District. Its objectives include, but are not limited to providing a balance of employee experience and offering financial incentives to assist long-term employees who are considering separating from employment. The board will utilize section G of the policy.

B. QUALIFICATIONS:

1. Eligible Employees: To be eligible, an employee must be employed by the District as of the date of acceptance of his/her application in the position of a fully certificated teacher who is paid in his/her last school year of employment pursuant to the salary schedule negotiated by the Board and the Seward Education Association.
2. Full-Time Equivalency: Both full-time and part-time employees may apply to participate in the Program. A part-time applicant's benefits will be prorated based on his/her FTE (full-time equivalency) as determined by the applicant's actual scheduled salary as of November 1 of his/her last school year of employment. An applicant who is on a part-time leave of absence and who works part-time as of November 1 of his/her last year of employment will be eligible to participate in the Program based on his/her on-duty FTE. An employee who is on a leave of absence in total as of November 1 of a school year will not be eligible to participate in the Program during the year of the leave.
3. Criteria for Eligibility: An applicant must meet the following criteria:
 - a. Years of Service: An applicant must have at least twenty (20) consecutive years of creditable service to the District.
 - b. Minimum Age: An applicant must be fifty-seven (57) years of age on or before August 15 following the last school year of employment.
 - c. An employee must apply for participation in the Program within 5 years of becoming eligible or waive the opportunity to take Program benefits.
 - d. Those employees who are older than age 57 and had 20 years of creditable service at the time of this policy's adoption shall be given five years from the date of the policy's adoption to apply to participate in the Program.
4. Applications and Criteria for Selection: On or about October of each year, the Board, in its sole and absolute discretion, will determine the total number of applicants whom it

will approve for participation in the Program based on financial exigencies, availability of funds, budget, expenses, revenue, and other school financial issues. If there are more applicants than the number the Board has authorized, the selection of the approved applicants shall be based on the following criteria in descending order:

- a. Highest Salary: The applicant(s) with the highest salary on the teacher salary schedule will be given preference for participation.
- b. Years of Experience in the District: If two (2) or more applicants are tied after consideration of criterion “a” above, the applicant(s) with the most years of full-time teaching experience in the district will be given preference.
- c. Date of Application: If two (2) or more applicants are tied after consideration of criterion “b” above, the applicant(s) with the earlier date of application (based on the date stamp from the Superintendent’s Office) will be given preference.
- d. Tie Breaker: If two (2) or more applicants are tied after consideration of criteria “a”, “b”, and “c” above, the names of the applicants who are tied shall be placed in a container and drawn from the container for opening(s) in the Program.

C. ENROLLMENT REQUIREMENTS:

1. Resignation: An approved applicant shall resign his/her employment with the District effective at the close of his/her last year of employment in consideration for the benefits outlined in paragraph “D” below. An applicant’s application to participate in the Program is not, in and of itself, a resignation of his/her contract with the School District. However, the Board’s approval of an application will be considered the approval of the applicant’s voluntary resignation and termination of his/her continuing contract. If the Board does not approve an application, the applicant’s contract will continue in effect, and he/she will remain employed by the District unless he/she otherwise resigns or his/her contract is terminated or cancelled for cause.
2. Notice of Program: On or before September 15th of each year, the Superintendent or Superintendent’s designee shall notify eligible employees of the Program and the Application and Agreement form.
3. Application and Agreement: An employee who wishes to participate must submit a completed Application and Agreement form on or before November 15th of the school year in which he/she intends to resign. The failure to submit an Application and Agreement form by the application deadline shall result in the rejection of the application. An applicant may withdraw his/her Application and Agreement within seven (7) days after the date it was received by the Superintendent’s office. The Superintendent or his/her designee shall review the employee’s record to determine eligibility.
4. Terminated Employee’s Ineligibility: An employee who has received written notice of possible termination for reasons other than reduction in force or who has received written notice of possible cancellation shall NOT be eligible and may NOT participate in the Program, UNLESS after a hearing before the Board, it is determined that said employee’s contract shall not be cancelled or terminated or the decision of the Board to terminate or cancel is subsequently set aside.

D. BENEFITS:

1. **Calculation and Payment of Benefits:** The total benefit for an approved applicant shall be as follows: The total amount cannot exceed \$35,000
 - a. Fifty percent (50%) of the index salary placement of his/her contract in effect in the final year of employment multiplied by the average FTE over his/her last 20 years of employment. This amount shall be paid in two (2) equal installments with the first payment on September 15 of the calendar year separation begins, and the second payment on January 15 of the calendar year after the separation option is taken.
 - b. Twenty-five dollars (\$25) per day for each day of his/her unused accumulated sick leave in the final year of employment, up to a maximum of forty-five (45) days. This amount shall be paid in two (2) equal installments with the first payment on September 15 of the calendar year separation begins, and the second payment on January 15 of the calendar year after the separation option is taken.
2. **Source of Funds:** The School District shall pay the entire cost of the Plan.
3. **Administration:** This plan shall be administered by the Board by and through the District administration.
4. **Beneficiary Designation:** The applicant must designate a beneficiary for the Application and Agreement form to be considered complete. If a participant dies before all benefits are paid, the beneficiary shall receive any remaining benefits.
5. **Income Tax Consequences:** Payments pursuant to the Program have been determined to be taxable income for state and federal income tax purposes and will be treated as such. Any required state or federal withholding will be deducted from each payment.
6. **Health Insurance Rights:** A participant will have the opportunity to continue health insurance benefits as may be permitted by the Comprehensive Omnibus Budget Reconciliation Act, other applicable law, or the Retirees Health Insurance Plan under the insurance carrier's guidelines.

E. TIME FOR CONSIDERATION OF APPLICATION AND AGREEMENT, AND WAIVER AND RELEASE OF CLAIMS:

1. **Time to Consider Application and Agreement:** Employees shall be given at least forty-five (45) days within which to consider the terms of the Program. The Application and Agreement form shall inform applicants that the Program is totally voluntary in nature.
2. **Waiver and Release of Claims:** An employee who participates in the Program will be required to release, waive, acquit, and forever discharge the District, all past, present, and future members of the Board in their official and individual capacities, the administrators, and all other officers, agents, and employees of the District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, which the participant may now have or which may accrue in the future with respect to, arising out of, or in relation to the participant's employment with the District, including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection

Act (OWBPA), 29 USC §621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC §1001 et. seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, NEB. REV. STAT. §48-1001 et seq., Title IX and under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. §1981, through and including 42 U.S.C. §1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the participant's employment with the District, this Application and Agreement form, the Program, or the participant's resignation from such employment. The participant must covenant not to sue and agree not to institute any proceedings against, and agree to indemnify and hold harmless, the District or any other persons named herein in their official or individual capacities based on any matter relating to the participant's employment by the District, the Application and Agreement, the Program, or the participant's resignation.

This waiver, release, and indemnification agreement will be given in exchange for consideration in addition to that which the participant is already entitled pursuant to law. The participant will acknowledge that he/she has been advised by this Application and Agreement to consult with an attorney before signing it and participating in the Program. The participant will acknowledge that he/she has had sufficient time to decide whether or not to execute the Application and Agreement, including sufficient time to consider the waiver and release of claims and all other matters contained therein.

F. TERM OF PROGRAM:

The Board, in its sole and unfettered discretion, shall determine whether to make the SIP Program available in any particular year and whether to budget and fund any Program payments and to determine the total amount, if any, that will be made available for such payments.

G. 20 YEARS OF SERVICE NON-SIP

If an employee does not otherwise qualify for the early separation program detailed in this policy, or the SIP is not utilized the employee is eligible to be paid \$50 per day for unused sick days once an employee leaves or retires from the district, as long as the employee satisfies the following conditions:

1. The employee has at least 20 years of service in the district as defined in this policy;
2. The separation from employment is the result of a voluntary resignation which is not the result of a notice of nonrenewal, termination, or cancellation of the employee's contract, and no

grounds exist at the time of resignation to nonrenew, terminate, or cancel the employee's contract.

The payment will be made in the September payroll of the year the separation from employment occurs.

Adopted: May 11, 2009

Revised: September 11, 2017, August 13, 2018, August 9, 2021

Reviewed: