

RETIREMENT INCENTIVE PROGRAM

"The initial funds for the Retirement Incentive Program were allocated by the previous District #1 (Valentine City Schools) school board. As a result of the merger directed by LB126 the Class 3 (Valentine Community Schools) board agreed to continue the Retirement Incentive Program (using the funds already allocated by District #1). However, it is the belief of the Class 3 board that no monies derived from taxes should be allocated to this Retirement Incentive Program in the future." Board motion passed September 14, 2010.

A. PURPOSE

Valentine Community Schools Board of Education is willing to participate in individually negotiated Retirement Incentives Agreements for certificated employees. Review and rejection or approval by the Board of Education is necessary for each individually negotiated Retirement Incentive Agreement request for the 2019-2020 school year.

Objectives include but are not limited to the following:

1. To offer financial incentives which will assist long-term employees considering early retirement or early-leaving decisions.
2. To reduce or eliminate the possibility of teacher layoffs and allow the administration to not replace and/or reorganize staff.
3. To provide a better balance of employee experience.

B. QUALIFICATIONS

1. Certificated Employee. To participate in the Program, a person must be an employee who is certificated by the Nebraska Department of Education and is employed by the School District in a capacity that requires such certification as a teacher, counselor, or administrator.

C. EMPLOYEE REQUIREMENTS

1. Resignation. Participants will resign their position with the School District with the approval of any individually negotiated retirement incentives. The School District is defined as including schools that merged to become Valentine Community Schools.

2. Qualifications. Certificated employee must be at least 50 years of age and must have at least 15 years of credited service serving as a certified full-time employee in the District as of the separation date. Credited service shall be defined as years actually worked by certificated employees as certificated employees in schools which were merged to become Valentine Community Schools. Certificated employees for the purpose of this policy shall include teachers, counselors, and administrators.

46 **3. Benefits.** An eligible employee requesting to receive the early retirement
47 incentive program stipend shall receive a one-time benefit of \$5,000. In addition, benefits
48 will include payment of \$25 per day for unused sick leave (maximum 50 days).
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50 **4. Payment.** The amount of the benefit to be paid to the employee shall be
51 paid on January 15 of the first year of separation from the District or in any manner
52 mutually agreed to by the Board and the separating employee in the immediate fiscal
53 school year following retirement. All payments for retirees will be made as a district
54 contribution on behalf of the retiree into a non-elective 403b plan.
55

56 **5. Notice.** Certificated employees who qualify under paragraph 2 and want to
57 retire at the end of the school year must notify the superintendent in writing on or before
58 January 7 to qualify under this policy. The Board reserves the right to waive the January 7
59 timeline requirement when in the opinion of the administration the interest of the School
60 District would be best served by allowing the employee to leave the District at the end of
61 the school year.
62

63 **6. Ineligibility.** An employee who has received written notice of possible
64 termination for reasons other than reduction in force or who has received written notice of
65 possible contract cancellation shall not be eligible to participate in the retirement incentive
66 program pending the outcome of a hearing before the Board of Education.
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68 A qualifying employee who has received written notice of possible termination for
69 reason of a reduction in force shall be eligible and may participate in this program if, but
70 only if, said employee expressly waives all rights to which he or she may be entitled to
71 under the reduction in force law.
72

73 **7. Administration.** The Board shall administer the individually negotiated
74 retirement incentive through the administration of the School District.
75

76 **8. Beneficiary Designation.** The employee must designate a beneficiary for
77 the individually negotiated retirement incentive agreement to be considered complete.
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79 **9. Income Tax Consequences.** Payments will be made for retirees as district
80 contributions on behalf of the retiree into the district's non elective 403b plan. FICA taxes
81 shall not be paid for the retiree or the district unless required by law.
82

83 **10. COBRA Rights.** A separating employee will have the opportunity to
84 continue health insurance benefits as may be permitted by the provisions of the
85 Comprehensive Omnibus Budget Reconciliation Act or other applicable law.
86

87 **11. Future Employment.** A separating employee shall give up any right to
88 future employment by the School District with the exception of substitute teaching.
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91 **D. ADMINISTRATION**

92 **1. Waiver.** An employee who reaches an individually negotiated retirement
93 incentive agreement with the Board of Education agrees that the Voluntary Separation
94 Program is totally voluntary in nature and provides each employee at least 45 days to
95 consider the ramifications of participation in the Program before making a decision. The
96 employee also agrees to the Waiver and Release of Claims of the participant's rights
97 under the Age Discrimination and Employment Act (ADEA), 29 USC § 621-63 and the Act
98 Prohibiting Unjust Discrimination in Employment Because of Age, NEB. REV. STAT. § 48-
99 1001 *et seq.*, and all other state and federal constitutions, statutes and regulations that
100 relate to the validity of the Program, allows the employee to revoke the Release or Waiver
101 at any time within seven days after signing it, and advises the employee to consult with an
102 attorney before signing the Application and Agreement.

103
104 The employee who has reached an individually negotiated retirement incentive
105 agreement with the Board of Education may withdraw the application within seven days
106 after submitting it, but not afterward without the written consent of the Board. Each
107 application will be reviewed on an individual basis. The Board shall, in its sole discretion,
108 determine the number of agreements to be approved in any given year.

109
110 An employee's application to participate in the Program is not, in and of itself, a
111 resignation of a contract with the School District. However, the Board's approval of an
112 employee's application will be considered the approval of the employee's voluntary
113 resignation and termination of the employee's continuing contract. If the Board does not
114 approve an application, the employee's contract will continue in effect, and the employee
115 will remain employed by the School District unless he or she otherwise resigns or the
116 employee's contract is terminated or cancelled for cause.

117
118 **E. LIMITATION ON PAYMENT**

119 **1.** The Board of Education shall, in its sole and unfettered discretion, determine
120 whether any early retirement program payments will be made in a particular year and shall
121 determine the total amount of such payments. This policy shall be reviewed annually for
122 the purposes of determining if the policy will be available for the coming school year,
123 number of positions, rate of payment and total dollar amount to be committed. Failure by
124 the Board to review the policy and take action results in the program not being offered for
125 the coming year. If the Board receives more applications for early separation than it
126 approves, the Board shall approve the applications on the basis of years of service in the
127 District. Applications will not be reviewed or acted upon by the Board of Education prior to
128 the regular January Board of Education Meeting. However, the Board reserves the right to
129 waive the January review requirement when in the opinion of the administration the
130 interest of the School District would be best served by earlier review. If years of service
131 are the same among applicants when there are more than specified, then approval and
132 payment will be determined on a first-come, first serve basis.

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134 Adopted: March 13, 2007

135 Revised: July 8, 2014; November 13, 2018

136 Reviewed: July 8, 2014; July 14, 2015; July 12, 2016; July 13, 2017; July 10, 2018; July
137 19, 2019; July 8, 2020

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140 ADDENDUM – 2007

141 The following conditions apply to the 2007 selection process:

142 -Approval of applications will be limited to three total positions, with only one being an
143 administrator.

144 -A maximum of \$100,000 will be expended.

145 -Applications will be accepted by building principals beginning at 8:00 a.m. Central
146 Daylight Time, March 19, 2007.

147 -The deadline for submitting applications is 5:00 p.m. Central Daylight Time, April 4, 2007.

148 -*Rate used for calculating benefits for 2007 was 1.5%

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150 ADDENDUM – 2007-2008 school year

151 The following conditions apply to the 2007-2008 selection process:

152 -Approval of applications will be limited to three total positions, with only one being an
153 administrator.

154 -A maximum of \$100,000 will be expended.

155 -Rate used for calculating benefits will be 1.4%.

156

157 ADDENDUM – 2008-2009

158 The following conditions apply to the 2008-2009 selection process:

159 -Approval of applications will be limited to three total positions, with only one being an
160 administrator.

161 -A maximum of \$100,000 will be expended.

162 -Rate used for calculating benefits will be 1.35%.

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164 ADDENDUM – 2009-2010

165 The following conditions apply to the 2009-2010 selection process:

166 -Approval of applications will be limited to three total positions, with only one being an
167 administrator.

168 -A maximum of \$50,000 will be expended.

169 -Rate used for calculating benefits will be 1.35%.

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171 ADDENDUM – 2010-2011

172 The following conditions apply to the 2010-2011 selection process:

173 -Approval of applications will be limited to three total positions with no more than one being
174 an administrator.

175 -A maximum of \$60,000 will be expended.

176 -Rate used for calculating benefits will be 1.15%.

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178 ADDENDUM – 2011-2012

179 The following conditions apply to the 2011-2012 selection process:

180 -Approval of applications will be limited to two total positions with no more than one being
181 an administrator.
182 -A maximum of \$10,000 will be expended.
183 *Payment for a maximum of 50 unused sick days was approved by the BOE for the 2011-
184 2012 year at the June 12, 2012 meeting.

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186 ADDENDUM – 2012-2013
187 The following conditions apply to the 2012-2013 selection process:
188 -Approval of applications will be limited to two total positions with no more than one being
189 an administrator.
190 -A maximum of \$12,500 will be expended.

191
192 ADDENDUM- 2013-2014
193 The following conditions apply to the 2013-2014 selection process:
194 -Approval of applications will be limited to two total positions with no more than one being
195 an administrator.
196 -A maximum of \$12,500 will be expended.

197
198 ADDENDUM- 2014-2015
199 The following conditions apply to the 2014-2015 selection process:
200 -Approval of applications will be limited to two total positions with no more than one being
201 an administrator.
202 -A maximum of \$12,500 will be expended.

203
204 ADDENDUM- 2015-2016
205 The following conditions apply to the 2015-2016 selection process:
206 -Approval of applications will be limited to two total positions with no more than one being
207 an administrator.
208 -A maximum of \$12,500 will be expended.

209
210 ADDENDUM- 2016-2017
211 The following conditions apply to the 2016-2017 selection process:
212 -Approval of applications will be limited to two total positions with no more than one being
213 an administrator.
214 -A maximum of \$12,500 will be expended.

215
216 ADDENDUM- 2017-2018
217 The following conditions apply to the 2017-2018 selection process:
218 -Approval of applications will be limited to two total positions with no more than one being
219 an administrator.
220 -A maximum of \$12,500 will be expended

221
222 ADDENDUM- 2018-2019
223 The following conditions apply to the 2018-2019 selection process:

224 -Approval of applications will be limited to two total positions with no more than one being
225 an administrator.

226 -A maximum of \$12,500 will be expended

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228 **ADDENDUM- 2019-2020**

229 The following conditions apply to the 2019-2020 selection process:

230 -Approval of applications will be limited to two total positions with no more than one being
231 an administrator.

232 -A maximum of \$12,500 will be expended

233

234 **ADDENDUM- 2020-2021**

235 *The following conditions apply to the 2020-2021 selection process:*

236 *-Approval of applications will be limited to two total positions with no more than one being*
237 *an administrator.*

238 *-A maximum of \$12,500 will be expended*

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