

Personnel - Certificated Employees

TEMPORARY EARLY RETIREMENT INCENTIVE POLICY AND PROGRAM**A. PURPOSE:**

The purpose of this Temporary Early Retirement Incentive Program (“TERIP”) is to encourage eligible certificated and certificated administrative employees of Holdrege Public Schools (“School District”) who are considering an early-leaving decision to accelerate their retirement plans. Objectives include, but are not limited to, the following:

1. To offer financial incentives that will assist long-term employees considering early retirement or early-leaving decisions to complete such decisions.
2. To reduce costs to the School District by replacing employees with lesser salaried employees or by eliminating positions.
3. To buy-out the tenure rights (i.e., continuing contract rights) of certificated or certificated administrative staff, and in effect, make payments to secure the release of unexpired contracts of employment in exchange for permanent certificated or certificated administrative employees giving up their constitutional and contractual rights to tenure and relinquishing such tenure rights.
4. To provide a better balance of staff experience.

B. QUALIFICATIONS:

1. Certificated or Certificated Administrative Employee: To be a participant a person must be employed by the School District, as of date of acceptance of the person’s application, in the position of a fully certificated staff or fully certificated administrator.
2. Full-Time Equivalency: To be a participant a person must be employed full-time (1.00 F.T.E.) as a certificated or certificated administrative employee as of date of acceptance of the person’s application.
3. Minimum Age and Years of Service: In order for a certificated or certificated administrative employee to be eligible for this program the employee must be fifty-five (55) years of age and have completed at least thirty (30) years of credited service in education and fifteen (15) years of credited service in the School District. The minimum age and years of service are to be determined as of June 30, 2021.

Credited service shall mean employment with a school district as a certificated or certificated administrative employee through the employee’s final year of service. Years of service need not be consecutive. Credited service in Holdrege Public Schools shall not include any prior service in an affiliated school district. Board approved military service, sabbatical, and/or approved leave of absence, or other leave required to be granted according to law, shall be included as credited years of service. In determining years of credited service with a school district, part-time employment is counted at the full-time equivalency specified for each contract year.

4. List of Eligible Employees: On or before October 20, 2020, the administration of the School District shall provide all eligible certificated and certificated administrative employees of the School District verification of their individual number of years of credited service. Eligible employees shall also be provided such additional information as may be required by law, upon request made to the Superintendent.

C. ENROLLMENT REQUIREMENTS:

1. Resignation: Employee participants in the program shall resign their employment and teaching and/or administrative positions with the School District effective at the close of the 2020-21 school year, in consideration for the benefits outlined in paragraph "D" below.
2. Notice of Plan and Future Employment: The Superintendent shall deliver to all eligible certificated and certificated administrative employees of the School District a copy of this Temporary Early Retirement Incentive Policy (TERIP) and a copy of the attendant TERIP Application and Agreement on or before October 20, 2020. A copy of said TERIP Application and Agreement as it now exists, or as it may be from time to time amended, may be obtained from the office of the Superintendent of Schools.
3. Application and Agreement: Each eligible employee who wishes to participate in the TERIP must submit an Application and Agreement form properly executed, which is to be received in the office of the Superintendent on or before December 4, 2020. An Application and Agreement may be withdrawn by the employee at any time within seven (7) days following the date when it was received by the office of the Superintendent. The Superintendent shall review the employee's record to determine eligibility. If eligible, the Board of Education shall approve the Application and Agreement, except as may be otherwise provided herein, at such time as deemed appropriate. FAILURE TO SUBMIT THE APPLICATION OR AGREEMENT WITHIN THE TIME FRAME SPECIFIED IN THIS PARAGRAPH SHALL RESULT IN THE REJECTION OF SUCH APPLICATION OR AGREEMENT.
4. Acceptance or Rejection of Applications: The Board of Education of the School District, in its sole and absolute discretion, reserves the right to accept or reject any or all applications based on financial exigencies, unavailability of or limitations of funds, budget, expenses, revenue, and other school finance issues. The Board of Education of the School District may grant preferences if numerous applications are filed based on the (1) length of service with the school district, (2) programs to be offered, (3) areas of certification and endorsement, (4) state and federal regulations which may mandate certain employment practices, (5) special qualifications which may require specific training and/or experience, (6) contributions to activity programs, (7) qualifications based on past performance and competence as determined by the Principal and/or Superintendent through employee evaluation procedures and review of any prior disciplinary action of incidents, and (8) the organizational and educational impact created by multiple part time certificated employees.
5. Terminated Employee's Ineligibility: An employee who has received written notice of

possible termination or non-renewal for reasons other than reduction in force, or who has received written notice of possible cancellation shall be NOT eligible and may NOT participate in this program, UNLESS after hearing before the Board of Education it is determined that said employee shall not be cancelled, non-renewed or terminated, or the decision of the Board of Education to terminate, non-renew or cancel is subsequently set aside.

An employee who has received written notice of possible termination for reason of a reduction in force shall be eligible and may participate in this program if, but only if, said employee expressly waives all rights to which he or she may be entitled under the reduction in force law including, without limitation, substantive and procedural rights and rights to staff development assistance and retirement incentive plan benefits.

D. BENEFITS:

1. Calculation of Benefits: A qualified certificated or certificated administrative employee who has requested and been accepted for participation in the TERIP shall receive a severance benefit of \$1,000 per year of employment with Holdrege Public Schools, with a maximum of Thirty Thousand Dollars (\$30,000.00). Credited service in Holdrege Public Schools shall not include any prior service in an affiliated school district.
2. Payments: Payments shall be made on the following schedule: two (2) equal payments to be paid on or about October 20, 2021, and October 20, 2022.
3. Source of Funds: The School District shall pay the entire cost of the plan.
4. Administration: This Plan shall be administered by the Board of Education by and through the administration of the School District.
5. Beneficiary Designation: In order for the application to be considered complete, a beneficiary must be designated. Upon death of the certificated or certificated administrative employee before all benefits are paid, the beneficiary has the choice to receive the remaining benefits as scheduled each year, or may opt to take the remaining funds in one lump sum on the next designated date.
6. Lifetime Activities Pass: Any participant may be given a complimentary lifetime activities pass for the School District.
7. Income Tax Consequences: The payments made pursuant to the TERIP are made to buy-out the tenure rights (i.e., continuing contract rights) of certificated or certificated administrative staff, and in effect, make payments to secure the release of unexpired contracts of employment, and to pay a negotiated amount of money in exchange for permanent certificated or certificated administrative employees giving up their constitutional and contractual rights to tenure and relinquishing such tenure rights. As such, FICA and Social Security taxes, and similar taxes, are not to be withheld from payments made pursuant to this TERIP unless, in the sole discretion of the School District, the law requires that such taxes or withholding be made, in which event the social security percentage and any other required state or federal withholdings may be

subtracted from each payment to the retiree. Otherwise, no state or federal retirement contributions, FICA, FUTA, or state or federal unemployment contributions, including employer and employee share thereof will be withheld from or contributed in relation to the payments. It is understood and agreed that in the event the School District or the Certificated or Certificated Administrative Employee are called upon to pay the federal government or the State of Nebraska, or any other state or federal authority, sums or payments that should have been withheld from or contributed in relation to the TERIP payments, including retirement contributions, FICA, FUTA, or state or federal unemployment contributions, the Employee shall indemnify and hold the School District harmless from any and all sums which it is called upon to pay, including the employee's and employer's share thereof and any and all penalties and interest arising from either the employee's share or employer's share thereof.

8. COBRA Rights: Pursuant to COBRA, a retired employee will have the opportunity to continue participation in the School District's group health insurance plan for at least eighteen (18) months following retirement upon payment by the employee of the monthly insurance premiums.

E. WAIVER AND RELEASE OF CLAIMS:

Employees who participate in the TERIP shall be required to waive and release the School District from claims and rights as provided for in the Application and Agreement adopted as a part of this TERIP policy. The Superintendent shall give the requisite notices to eligible employees as required by law in order for the waiver and release to be fully enforceable.

The Superintendent shall deliver to all eligible employees a copy of this TERIP Policy and a copy of the attendant Application and Agreement at least forty-five (45) days prior to the application deadline and provide eligible employees any additional information required by law.

A copy of the Application and Agreement shall also be made available at the Superintendent's office.

F. TERM OF PROGRAM:

The School District's TERIP shall be offered only to eligible employees, as defined herein, who meet requirements and who timely submit a TERIP Application and Agreement. The TERIP program and policy, and all benefits provided herein, have been repealed and shall expire and be of no force and effect on, and as of August 31, 2021.

Adopted: 10/19/2020