

**EARLY RETIREMENT INCENTIVE PROGRAM
APPLICATION AND AGREEMENT**

This Agreement is made this _____ day of _____, between Hitchcock County Schools and _____.

RECITALS

1. The School District has established an Early Retirement Incentive Program (hereinafter referred to as the “Program”) for the purpose of rewarding eligible certificated employees who are considering early separation or retirement in their employment plans;
2. Teacher desires to participate voluntarily in the Program;
3. Teacher has a full-time equivalency of 1.0 for the current school year;
4. Teacher has completed at least 15 consecutive years of credited service in the employment of the School District; and
5. Teacher is now 55 years of age or will be prior to August 31st after the school year of application.

TERMS OF AGREEMENT

The parties, in consideration of the mutual covenants and stipulations set forth above, hereby agree as follows:

1. **INCORPORATION OF BOARD POLICY:** This Agreement is made pursuant to the Early Retirement Incentive Program Policy of the Board of Education. The provisions of that policy existing at the time this Agreement is signed are incorporated by this reference and made a part of this Agreement.

2. **TEACHER RESIGNATION:** Subject only to the Board of Education’s approval of the Teacher’s application to participate in the Program, the Teacher voluntarily, unconditionally, and irrevocably (1) resigns his/her teaching position with the School District effective at the end of the current school year; (2) waives any and all further notice or action by the Board of Education to terminate the Teacher's continuing contract; and (3) waives any and all rights the Teacher may have under NEB. REV. STAT. 79-824 to 842, as those statutes now exist or as they may be amended. The Teacher further authorizes the Board of Education to advertise for and contract with a replacement certificated employee for the Teacher's position for the next school year. Approval of this Agreement by the Board of Education shall constitute an acceptance of the Teacher’s resignation. The Teacher agrees that he/she may not be eligible for part-time or full-time employment at the School District if the Board approves Teacher’s application to participate in the Program. While the School District may decide to employ the Teacher in some capacity after retirement (i.e. substitute teacher), the teacher agrees that the School District has no obligation to rehire the Teacher in any capacity at the School District. NOTE: Returning

to work anywhere that participates in the Nebraska Public Employees' Retirement System (NPERS) within 180 days of your retirement may impact your ability to receive payments through NPERS. Please contact NPERS for further information.

3. **BENEFITS:** In consideration for the Teacher's resignation set forth in paragraph 2 above, the Teacher shall receive the following benefits:

- (a) **TOTAL AMOUNT OF BENEFITS:** The Teacher shall be paid the sum of \$ _____.
- (b) **PAYMENT OF BENEFITS:** The benefits to be paid to the Teacher shall be paid in two (____) equal installments of \$ _____ each. The School District shall pay the first installment in September of the calendar year in which the Teacher resigns, and shall pay the second installment in September of the following calendar year.

5. **BENEFICIARY DESIGNATION:** In the event of the Teacher's death after the effective date of resignation, any sum of money otherwise due to the Teacher under the terms of this Agreement will be paid to the following designated beneficiary pursuant to the provisions of this Agreement.

Beneficiary: _____

Address: _____

Social Security Number: _____

6. **TAX CONSEQUENCES:** Payments provided for under the Program have been determined to be taxable income for state and federal income tax purposes, will be treated as such, and will be reported as taxable retirement pay. The social security percentage and any other required state and federal withholdings will be subtracted from each payment to the participant in the Program.

7. **TEACHER'S VOLUNTARY ACT.** The Teacher acknowledges that he/she has had forty five (45) or more days to consider the ramifications of participation in the Program or hereby waives the same; that his/her participation in the Program is voluntary; and that he/she was not coerced in any manner to participate in the Program. The Teacher acknowledges having been advised in writing by this Agreement to consult an attorney regarding his/her participation in the Program and execution of this Agreement.

8. **WAIVER AND RELEASE OF CLAIMS:** In consideration of the promises and payments specified in this Agreement, Teacher releases the School District and its officers, board members, administrators, employees, agents, representatives, successors, and assigns from all claims, demands, and actions, past or present, known or unknown, arising out of and/or related in any way, either directly or indirectly, to his or her employment with the School District, the termination of his or her employment, and/or any actions or occurrences taking place up to and including the date of execution of this Agreement, including but not limited to claims or rights under the Nebraska Wage Payment and Collection Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Civil Rights Act of 1866 and 1871, or any other Civil Rights Acts as amended, claims or rights under 42 U.S.C. § 1981, through and including 42 U.S.C. § 1988, the Americans with

Disabilities Act, § 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, the Nebraska Act Prohibiting Unjust Discrimination Because of Age, all claims or rights relating to discrimination on the basis of age, race, color, religion, sex, disability, handicap, or national origin before the federal Equal Employment Opportunity Commission, the Nebraska Equal Opportunity Commission, and any state or federal court under any state or federal constitution, law, rule, or regulation, or claims or rights of whatever nature arising under any other state, federal, or local constitution, executive order, statute, regulation, or ordinance arising from his or her employment or contractual relations with the School District or his or her resignation of employment. Teacher represents that no claims have now been filed against the School District. Teacher acknowledges that nothing in this agreement prohibits Employee from filing a Complaint with the Equal Employment Opportunity Commission or any other similar state agency, the Occupational Safety and Health Administration, the Secretary of Labor or otherwise participating in matters pending before those agencies. However, in the event Teacher files such a charge or complaint, he or she shall be entitled to no relief, no reinstatement, no remuneration, no damages, no back pay, no front pay and no compensation whatsoever from the School District as a result of such charge or complaint, since Teacher has released and extinguished any right to such relief under this agreement. Teacher also releases all contract, tort, and common law claims, and claims for attorney's fees, costs and expenses. Teacher covenants not to institute any complaints or proceedings against the School District or any of the above-mentioned persons in the future with respect to any of the claims, demands, causes of action, or rights hereby released.

The Teacher understands and acknowledges that, by giving up claims against the School District, he/she also gives up any claims that he/she may have against its predecessors, successors, subsidiaries, and affiliates, and any and all officers, directors, employees, and agents of the School District arising out of any actions, conduct, decisions, behavior, omissions, or events occurring up to the date hereof. Such waiver and release of claims does not cover rights or claims arising after the date of the execution of this contract. This Waiver and Release is given in exchange for consideration in addition to what the Teacher is already entitled to receive from the School District. The Teacher acknowledges having been advised in writing to consult with an attorney before signing this Voluntary Early Retirement Incentive Program Agreement. The Teacher further acknowledges having had sufficient time to decide whether or not to execute this Agreement, including the Waiver and Release of Claims.

9. **REVOCATION AND CANCELLATION OF AGREEMENT:** The Teacher may revoke this Agreement for a period of seven (7) days following its execution. In order to revoke the Agreement, the Teacher must submit a written statement to the Superintendent indicating that he/she is exercising his/her right to cancel the Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired.

[The Next Page is the Signature Page]

Dated: _____

Teacher

STATE OF NEBRASKA)
) ss.
Hitchcock County)

Before me, a notary public duly qualified in and for Hitchcock County, personally came _____, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 20__.

Notary Public

Dated: _____

President, _____, Hitchcock County Schools
Board of Education

ATTEST: _____
Secretary, _____ Hitchcock County
Schools Board of Education

STATE OF NEBRASKA)
) ss.
Hitchcock County)

Before me, a notary public duly qualified in and for Hitchcock County, personally came _____, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as President of the Hitchcock County Schools Board of Education, and further acknowledged that having the authority to bind said school district to the terms contained in this instrument and that his/her signature of the same is the voluntary act and deed of the Board of Education of the School District.

Witness my hand and notarial seal this ____ day of _____, 20__.

Notary Public