

**SCHUYLER COMMUNITY SCHOOLS  
EARLY RETIREMENT INCENTIVE PROGRAM  
APPLICATION FORM 2023-2024 FISCAL YEAR**

The undersigned, being a current Certificated Employee of the Colfax County School District 19-0123, a/k/a Schuyler Community Schools District, Schuyler, Nebraska, is desirous of voluntarily participating in the Schuyler Community Schools Early Retirement Incentive Program (ERIP) and is voluntarily resigning from employment under the terms of such ERIP in effect as of the date of this Application.

1. **Applicant:** \_\_\_\_\_ ("Certificated Employee")  
\_\_\_\_\_(address), \_\_\_\_\_(city), \_\_\_\_\_(state).
2. **Date of Application:** This Application is offered and made this \_\_ day of \_\_\_\_\_, 20\_\_.
3. **Acknowledgments:** The Certificated Employee acknowledges that:
  - a. Forty-five (45) or more days prior to the Certificated Employee's execution of this Application, the Certificated Employee received (1) the ERIP Policy 406.05, (2) the separate Application and Agreement forms and (3) a Memorandum from the Superintendent with regard to the ERIP policy which provided the Certificated Employee with information as to the class, unit, or group of individuals covered by the ERIP program, eligibility factors for such program, time limits applicable to such program; the job titles and ages of all individuals eligible or selected for the program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the program;
  - b. The Certificated Employee has been advised in writing to consult with an attorney prior to executing this Application and the Agreement form;
  - c. The Certificated Employee has had forty-five (45) or more days to consider participation in the ERIP and the terms of the ERIP Policy and the Application form and Agreement form;
  - d. The Certificated Employee understands that the Certificated Employee has the right, for a period of at least seven (7) days following the execution of the ERIP Agreement, to revoke the Agreement, and that the ERIP Agreement does not become effective or enforceable until the revocation period has expired;
  - e. The Certificated Employee's participation in the ERIP is knowing and voluntary and the Certificated Employee was not coerced in any manner to participate in the ERIP;
  - f. The Certificated Employee has NOT received written notice of possible cancellation, termination or non-renewal for reasons other than reduction in force
  - g. The Board of Education of the School District, in its sole and absolute discretion, has reserved the right to limit the number of participants in this ERIP in any fiscal year based on financial exigencies, availability of funds, budget, expenses, revenue, and other school finance issues, including but not limited to the repeal or amendment of the exemption to the property tax levy limitations set forth at Neb. Rev. Stat. § 77-3442(2)(d) (Laws of 2008).

4. **Statement of Eligibility:** The certificated employee hereby affirms that he/she is or will:

Employed by the School District (Schuyler Community Schools) as of the date of acceptance of the person's application in the position of a fully certified employee (a) covered by the Negotiated Agreement between the Schuyler Community Schools and the Schuyler Education Association (hereinafter sometimes referred to as "Eligible Employee" or "Employee" or "Teacher") with a salary schedule placement on the salary schedule in effect pursuant to such negotiated agreement in the BA+45/MA, MA+9, MA+18 or MA+27 column, and with an experience step placement of step 12 or greater, **OR** (b) certificated school psychologist.

a. A full-time or part-time employee with a full time equivalency (FTE) of .50 FTE or more, **OR** a part-time employee who is on a leave of absence in part and work part-time as of December 1 of the Employee's final contract year;

b. As of September 1, 2023, be fifty-five (55) years of age on or before September 1 of the Employee's final contract year; and,

c. As of June 1, 2024, have at least ten (10) creditable years of service (regardless of annual FTE) in the School District including their final year of employment.

5. **Acceptance of Benefits:** The Certificated employee hereby acknowledges that in consideration of the Certificated Employee's resignation, and of other covenants and conditions set forth in the Application and Agreement provided by the School District, the Certificated Employee shall accept the early retirement benefits provided in the ERIP.

\_\_\_\_\_  
**Certificated Employee**

STATE OF NEBRASKA )  
 ) **ss.**  
 COUNTY OF COLFAX )

On this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_ before me, the undersigned notary public, duly commissioned and qualified in the aforesaid county, personally appeared, \_\_\_\_\_ personally known to me to be the identical person who signed the above and foregoing Application, and that such person acknowledged the execution of the Application to be the person's voluntary act and deed.

\_\_\_\_\_  
 Notary Public

**ACCEPTANCE**

The above Early Retirement Incentive Program Application is hereby accepted and approved.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COLFAX COUNTY SCHOOL DISTRICT 19-0123, a/k/a  
SCHUYLER COMMUNITY SCHOOLS**

**BY:** \_\_\_\_\_  
President or Other Duly Authorized School Official