

EARLY RETIREMENT INCENTIVE PROGRAM POLICY

A. PURPOSE

The purpose of this Early Retirement Incentive Program ("ERIP") is to encourage eligible certificated employees of Schuyler Community Schools ("School District") who are considering an early-leaving decision to accelerate their retirement plans effective at the end of the 2020-2021 through the 2026-2027 school years. 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 staff, and in effect, make payments to secure the release of unexpired contracts of employment in exchange for permanent certificated 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 Employee: To be a participant a person must be 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. On or before November 15 of each fiscal year the School District shall provide all certificated employees of the school district with a list of all certificated employees with the ages and salary schedule placement for the current fiscal year of those eligible and of those not eligible, by position.

2. Full-Time Equivalency – Eligibility and Benefits: Eligible Employees, both full-time and part-time, may participate in the ERIP, provided that the part-time Employees must have a full time equivalency (FTE) of .50 FTE or more. For part-time employees, the benefits under this plan shall be prorated **based upon the Employee's actual FTE** as provided in paragraph "D. Benefits" below. Part-time Employees who are on a leave of absence in part and work part-time as of December 1 of the Employee's final contract year shall be eligible to participate in the ERIP to the extent of their on-duty FTE. Employees who are on a sabbatical leave, leave of absence, or other Board approved leave except long term disability as of December 1 of the Employee's final contract year shall not be eligible to participate in this ERIP.

3. Age 55 and 10 Years of Service Eligibility: In order for an employee to be eligible for this program, (a) the Employee must be fifty-five (55) years of age on or before September 1 of the Employee's final contract year; and (b) the Employee must have at least ten (10) creditable years of continuous service (regardless of annual FTE) in the School District

including their final year of employment.

4. Window of Eligibility: Eligible employees may elect to participate in this ERIP during the following “window” periods:

a. Window Periods:

(1) Employees who have attained or will attain **Age 55 and 10 Years of Service Eligibility** as of September 1, 2020, must apply for participation in the ERIP by the Application Date for the 2020-2021, 2021-2022, 2022-2023, 2023-2024 school fiscal years.

(2) Employees who have attained or will attain **Age 55 and 10 Years of Service Eligibility** as of September 1, 2021, must apply for participation in the ERIP by the Application Date for the 2021-2022, 2022-2023, 2023-2024, 2024-2025 school fiscal years.

(3) Employees who have attained or will attain **Age 55 and 10 Years of Service Eligibility** as of September 1, 2022, must apply for participation in the ERIP by the Application Date for the 2022-2023, 2023-2024, 2024-2025, 2025-2026 school fiscal year.

(4) Employees who have attained or will attain **Age 55 and 10 Years of Service Eligibility** as of September 1, 2023, must apply for participation in the ERIP by the Application Date for the 2023-2024, 2024-2025, 2025-2026, 2026-2027, school fiscal year.

NOTICE: FAILURE TO MAKE SUCH APPLICATION DURING THE APPLICABLE WINDOW OF ELIGIBILITY SHALL RESULT IN FORFEITURE OF ANY RIGHT OF PARTICIPATION IN THIS ERIP.

b. Possible Extension of ERIP Windows in Future Fiscal Years: The Board of Education may, in its discretion, re-consider this ERIP during the 2020-2021 fiscal year to determine whether to extend the ERIP to those Employee who would become eligible under the terms of this ERIP as of September 1, 2020 or thereafter. Nothing in this paragraph will require the Board of Education to extend this ERIP beyond the ending date hereof set forth in paragraph “F” below.

5. Limitation on Number of Participants: The Board of Education of the School District, in its sole and absolute discretion, reserves 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). The Board of Education shall allow up to four (4) Eligible Employees to participate in the ERIP each fiscal year unless the Board of Education establishes a different number of participants for such fiscal year on or before November 15th of each such fiscal year.¹ In the event an Eligible Employee has a personal or medical issue verified by a physician that would prevent such employee from continuing his/her employment for the ensuing fiscal year and the eligible Employee is not selected to participate in the ERIP, the Board of

¹ Neb. Rev. Stat. § 77-3442((2)(d), excluding from the property tax levy limitations “sums agreed to be paid by a school district to certificated employees in exchange for a voluntary termination of employment.”

Education in its discretion may grant a hardship application for participation as an additional ERIP participant for such fiscal year.

6. Criteria for Selection: In the event the total number of employees making application for participation in any one fiscal year exceeds the maximum number of employees to be allowed to participate as determined by the Board of Education for such fiscal year, the selection of the employees allowed to participate in the ERIP shall be based upon the following criteria in descending order of priority:

a. Previous Application Denied: First priority for participation shall be granted to those individual(s) who have applied the immediately preceding fiscal year for the TERIP and were not selected for participation under the terms of such TERIP.

b. Highest salary: Second priority for participation shall be granted to the individual employee with the highest scheduled salary for the school fiscal year in effect during the employees' last year of employment. For purposes of this paragraph:

(1) Eligible Employees' salaries will be compared only to other teachers' salaries making application for participation in this ERIP program during the fiscal year for which the application is submitted.

(2) "Scheduled salary" shall be defined as the 1.0 FTE salary listed on the negotiated salary schedule for the Employee's lane/step in his/her final contract year adjusted for the Employee's FTE plus salary paid for extended contract days based upon such salary schedule placement. This definition excludes salary paid for extra duties or responsibilities, reimbursement of expenses, fringe benefits.

c. Number of Years of Service: Third priority for participation shall be granted on the basis of those employees having the greatest number of years of service to the Schuyler Community Schools District regardless of FTE; such service need not be uninterrupted or consecutive years of service.

d. Tiebreaker: If two (2) or more individuals tie on criteria a, b, and c, the names of those persons who are tied shall be placed in a container and names will be drawn blindly from the container for each opening in the ERIP.

7. Terminated Employee's Ineligibility: An employee who has received written notice of possible cancellation, termination or non-renewal for reasons other than reduction in force shall not be eligible and may not participate in this program, unless after a hearing before the Board of Education it is determined that the employee's contract should not be cancelled, non-renewed or terminated. 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, staff development assistance and retirement incentive plan benefits, and recall rights.

8. Notice of Plan: The superintendent or the superintendent's designee shall notify all Eligible Employee of the school district of the ERIP and the attached ERIP Application and agreement on or before November 15 of each fiscal year the ERIP is in effect. A copy of said

ERIP and ERIP Application and agreement as it now exists or as it may from time-to-time amended may be obtained from the school office.

C. ENROLLMENT REQUIREMENTS

1. **Resignation:** Participants in the program shall resign their employment with the School District effective at the close of the school year during which such participant has submitted an application under this ERIP.

2. **Application Date:** Each eligible employee who wishes to participate in the ERIP must properly complete, execute, and submit an Application and Agreement form to the Superintendent on or after January 1 and on or before March 1 of the fiscal year the policy is in effect and the Employee will resign his/her employment with the School District and participate in this ERIP ("Application Date"). **FAILURE TO SUBMIT THE APPLICATION WITHIN THE TIME FRAME SPECIFIED SHALL RESULT IN THE REJECTION OF SUCH APPLICATION.**

The Board of Education shall review the employee's record to determine if the employee is qualified to participate under section B above. If qualified and if selected for participation, the Board of Education shall approve the Application and Agreement, except as may be otherwise provided herein, at such time as deemed appropriate.

D. BENEFITS

1. **Calculation of ERIP Benefit:** A qualified certificated employee who has requested and been accepted for participation in the ERIP shall receive the following ERIP benefits payable by the School District during the three (3) fiscal years immediately following the participant's retirement:

a. **Health Insurance Premium Contribution/Health Reimbursement Account Benefit:** The School District shall credit the account of the Employee under a health insurance reimbursement (HRA) plan account established and administered by the School District an amount determined as follows: The sum of Ten Thousand Dollars (\$10,000.00) times the Employee's FTE for the Employee's final contract year to be determined as of December 1 of the Employee's final contract year. The amount credited to the HRA account may be "rolled over" to no more than three subsequent fiscal years of the HRA plan and School District. The HRA plan shall allow a teacher to be reimbursed for the cost of his/her health insurance premiums and/or for reimbursement of qualified unreimbursed medical costs.

b. **Years of Creditable Service Benefit:** The School District shall following the participant's retirement make a non-elective contribution to a 403(b) annuity or custodial account selected by the participant in an amount equal to two percent (2%) of his/her scheduled salary at the 1.0 FTE level during the Employee's final contract year multiplied by the Employee's number of years of creditable service with the School District up to a maximum benefit of Twenty-five Thousand Dollars (\$25,000); such amount to be paid over three (3) fiscal years in six (6) equal installments, with one such installment to be paid on or before September 30 of each such fiscal year and one such installment to be paid on or before March 31 of each such fiscal year; with the first installment being payable on the September 30 immediately

following the fiscal year of participant's retirement. For purposes of this paragraph the following definitions shall apply:

(1) "Creditable service" shall be the sum of each year of service times the value of the Employee's FTE for each year of service as calculated pursuant to Neb. Rev. Stat. 79-825.² (e.g. (1) less than .5FTE no credit; (2) .5 FTE to .8 FTE credited in an amount proportionate to the term of such employment for each year; and (3) more than .8 FTE to 1.0 FTE credited as a full 1.0 FTE year).

(2) "Scheduled salary" shall be defined as the 1.0 FTE salary listed on the negotiated salary schedule for the Employee's lane/step in his/her final contract year adjusted multiplied by the Employee's actual FTE plus salary paid for extended contract days based upon such salary schedule placement. This definition excludes salary paid for extra duties or responsibilities, reimbursement of expenses, or fringe benefits.

If participant fails to designate the 403(b) annuity or custodial account to which the contribution is to be made, the District will hold the contribution until participant does designate the annuity or custodial account. The parties further agree that the non-elective contribution described herein will not exceed any Internal Revenue Code or other limit imposed by law at the time the contribution is made. If the contribution, together with any other contributions on behalf of participant would cause the participant to exceed the maximum allowed by law, the excess shall be paid to participant in cash, less required withholding.

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 of Education by and through the administration of the School District.

4. Income Tax Consequences: The payments made pursuant to the ERIP are made to buy-out the tenure rights (i.e., continuing contract rights) of certificated staff, and in effect, make payments to secure the release of unexpired contracts of employment, and to pay a

² Neb. Rev. Stat. § 79-825:

"§ 79-825. Part-time certificated employee; become permanent employee; formula; reduction in force; effect

(1) Part-time certificated employees shall become permanent certificated employees based upon the following formula:

(a) For certificated employees employed four-fifths time or more, each such year of employment shall count as a full successive school year; and

(b) For certificated employees employed one-half time or more but less than four-fifths time, each such year of employment shall be credited against the three-year requirement for acquiring permanent certificated employee status in an amount proportionate to the term of such employment for each year. Such certificated employees shall become eligible for permanent certificated status at the beginning of the school year next succeeding the year in which they attain the proportionate amount of time.

(2) Any certificated employee who achieves permanent certificated employee status shall not lose such permanent certificated employee status because of reduction in force resulting in a contract amendment which would reduce such certificated employee to any part-time employment position."

HISTORY: Laws 1982, LB 259, § 2; Laws 1991, LB 166, § 2; R.S.1943, (1994), § 79-12,108; Laws 1996, LB 900, § 455.

negotiated amount of money in exchange for permanent certificated employees giving up their constitutional and contractual rights to tenure and relinquishing such tenure rights. As such, FICA, Social Security taxes, and similar taxes are not to be withheld from payments made pursuant to this ERIP unless, in the sole discretion of the School District, it is determined that 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 participant. Otherwise, and except as otherwise provided in this ERIP, 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. In the event the School District or a participant 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 ERIP payments, including retirement contributions, FICA, FUTA, or state or federal unemployment contributions, the participant 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.

E. WAIVER AND RELEASE OF CLAIMS

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

All eligible certificated employees shall be provided a copy of this ERIP Policy and the Application 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 shall also be made available at the Superintendent's office.

F. TERM OF PROGRAM

The ERIP program and policy, and all benefits provided herein, shall expire and be of no force and effect with regard to eligibility under this ERIP as of August 31, 2024, and as to participation in this ERIP as of August 31, 2027.