

**4040 Application**  
**SEWARD PUBLIC SCHOOLS**  
**SEPARATION INCENTIVE PROGRAM**  
**APPLICATION AND AGREEMENT**

Note: This application and agreement must be submitted to the office of the superintendent on or <b><u>before November 15th</u></b> of the school year in which he/she intends to resign.
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This Separation Incentive Program Application and Agreement is offered and made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Seward County School District 80-0009, a/k/a Seward Public School District ("School District"), and \_\_\_\_\_, ("Eligible Employee"), whose address is \_\_\_\_\_, in \_\_\_\_\_, Nebraska.

WHEREAS, the School District has established a Separation Incentive Program (hereinafter "SIP") under a policy that may be in effect for the current fiscal year and that may be offered during the current school year only to certificated teachers of the School District, for the purpose of encouraging eligible certificated teachers who are considering an early leave decision to accelerate their plans; and,

WHEREAS, the Eligible Employee is desirous of voluntarily participating in the SIP sponsored by the School District and in the voluntary termination of the Eligible Employee's employment; and,

WHEREAS, the Eligible Employee meets all the criteria for participation in the SIP set forth in the SIP program set forth in the Board of Education policy; and,

WHEREAS, the Eligible Employee acknowledges that the Eligible Employee has had forty-five (45) or more days to consider the ramifications of participation in the SIP, and acknowledges that the Eligible Employee's participation in the SIP is voluntary and that the Eligible Employee was not coerced in any manner to participate in the SIP sponsored by the School District.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations set forth in this Application and Agreement, the Eligible Employee and the School District do hereby agree as follows:

1. SEPARATION INCENTIVE ELECTION: The Eligible Employee hereby elects to receive benefits under this SIP.
2. ELIGIBLE EMPLOYEE QUALIFICATIONS:
  - a. Age 57 years or more prior to August 15 following the last school year of employment.
  - b. Twenty (20) consecutive years of creditable service to Seward Public Schools.



5. SEPARATION BENEFITS:

A. In consideration of the Eligible Employee's resignation and relinquishment of the Eligible Employee's actual and existent continuing contract rights by law, and of other covenants and conditions set forth in this Application and Agreement, the Eligible Employee shall receive the following benefit:

The Eligible Employee's Separation Incentive Program stipend shall be calculated as follows:

- (a) A stipend based upon continuous years of service derived from the following formula: 50% of the employee's index teaching salary placement in their final year of employment with the Seward Public Schools = \$\_\_\_\_\_, plus;
- (b) A stipend for accumulated sick leave based upon the following formula: \$25.00 per day for each unused sick leave day based on the employee's last year of employment, up to a maximum of 45 days. \_\_\_\_\_ days x \$25.00 = \$\_\_\_\_\_;
- (c) Total Benefit Amount: The total benefit amount to be paid to the certificated employee equals the sum of sub-parts (a) and (b): \$\_\_\_\_\_. (May be prorated based on an average FTE less than 1.0)
- (d) Payment of the Total Benefit Amount: This amount shall be paid in two (2) equal installments with the first payment on or about September 15 of the calendar year in which separation begins, and the second payment on or about January 15 of the calendar year after the separation begins. Under no circumstances may such benefit schedule be accelerated to provide benefits prior to the dates stated.
- (e) Dates  
First Payment: September 15, 20\_\_\_\_\_, amount \$\_\_\_\_\_;  
Second Payment: January 15, 20\_\_\_\_\_, amount \$\_\_\_\_\_;

B. Beneficiary Designation: In the event of the Eligible Employee death, the Eligible Employee hereby designates \_\_\_\_\_, whose address is \_\_\_\_\_, Social Security No. \_\_\_\_\_ or Tax I.D. No. \_\_\_\_\_, to be his/her beneficiary in case of his/her death. Any monies due the Eligible Employee will continue to the beneficiary until the total benefit distribution is paid in full pursuant to the provisions of this Agreement.

C. Tax Consequences: The Employee will be paid all amounts and benefits due under the Separation Incentive Agreement. The Separation Incentive benefit shall be deemed a voluntary separation incentive payment. It will be reported as a taxable separation incentive payment. Any required state or federal income tax withholdings will be subtracted from each payment to the Employee. The School District will not withhold state retirement from the benefits. At the election of the board of education, the school district shall either:

(1) Withhold FICA, FUTA contributions from the entire separation benefits; or,

(2) Shall not withhold state or federal retirement contributions, FICA, FUTA, or state or federal unemployment contributions, including employer and employee share thereof have been, or will be, withheld from or contributed in relation to the Separation Incentive pay amount or monies paid in lieu of insurance premiums by either party hereto. It is understood and agreed that in the event the School District or certificated 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 severance pay amount or monies paid in lieu of insurance premiums, including state or federal withholding or retirement contributions, FICA, FUTA, or state or federal unemployment contributions, certificated employee and the School District shall be responsible for their respective portions of such FICA, FUTA, or state or federal unemployment contributions, and shall indemnify and hold one to the other harmless from any and all sums which such party is called upon to pay, including such party's share thereof and any and all penalties and interest arising from either the employee's share or employer's share thereof.

6. **WAIVER AND RELEASE OF CLAIMS:** By entering into this Agreement the Eligible Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, agents, and employees of the School District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, or attorneys' fees under 42 U.S.C. §1988, or the like, which Eligible Employee may now have or which may accrue in the future with respect to, arising out of, or in relation to the Eligible Employee's employment with the School District, including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), 29 USC §621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC §1001 et. seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. §48-1001 et seq., Title IX and under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. §1981, through and including 42 U.S.C. §1988, the

Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Eligible Employee's employment with the School District, this Application and Agreement, the SIP, or the Eligible Employee's resignation from such employment. The Eligible Employee further covenants not to sue and hereby agrees not to institute any proceedings against, and agrees to indemnify and hold harmless, the School District or any other persons named herein in their official or individual capacities based on any matter relating to the Eligible Employee's employment at the School District, this Application and Agreement, the SIP, or the Eligible Employee's resignation.

This waiver, release, and indemnification agreement is given in exchange for consideration in addition to that which the Eligible Employee is already entitled to pursuant to law. The Eligible Employee acknowledges that the Eligible Employee has been advised by this Application and Agreement, and in writing to consult with an attorney before entering into the SIP or signing this Application and Agreement. The Eligible Employee further acknowledges that the Eligible Employee has had sufficient time to decide whether or not to execute this SIP Application and Agreement, including sufficient time to consider the waiver and release of claims and all other matters contained herein.

\_\_\_\_\_  
Eligible Employee (Print)

STATE OF NEBRASKA            )  
  )     ss.  
COUNTY OF SEWARD         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I  
\_\_\_\_\_, being first duly sworn upon oath, depose and state  
that I am the Eligible Employee identified above, that I have read the foregoing Separation  
Incentive Program ("SIP") Application and Agreement, know the contents thereof, signed the  
same as my voluntary act and deed, and submit this Application and Agreement for acceptance  
by the Board of Education.

\_\_\_\_\_  
Eligible Employee (Signed)

SUBSCRIBED and SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

ACCEPTANCE

Upon the action of the Board of Education on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
approving and ratifying the foregoing Application and Agreement, and the acceptance by the  
Board of Education of the resignation of the Eligible Employee identified above, the above  
Separation Incentive Program Application and Agreement is hereby deemed to have been  
accepted and approved by the Eligible Employee and the Seward County School District 80-  
0009, a/k/a Seward Public School District, and shall be carried into effect by the  
Administration.

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

SEWARD COUNTY SCHOOL DISTRICT 80-0009, A/K/A SEWARD PUBLIC SCHOOL  
DISTRICT

BY: \_\_\_\_\_  
Board President