

CERTIFIED EMPLOYEE SEPARATION INCENTIVE PROGRAM (SIP)

Statement of Purpose

The Separation Incentive Program (SIP) is a policy of the Crawford Board of Education that is intended to benefit certified employees who are considering terminating their employment with the school district. The (SIP) objectives include, but are not limited to, offering financial incentives to assist long-term employees who are considering separation from employment and providing a balance of employee experience.

Eligibility for Separation Incentive Program

In order for a certified staff member to be eligible under this plan, the certified staff member must have completed fifteen continuous years of credited service with the Crawford Public Schools immediately prior to the effective date of early separation. Board approved sabbatical leave, military service, and maternity leave shall be excluded and not disrupt continuous employment. Early separation shall be available only to certified staff members reaching the age of 55 prior to September 1st of the year the certified staff member plans to take early separation.

Creditable Service:

The amount of service credit earned at year-end is determined by the following:

One year of service credit is earned when you work 1,032 or more hours during the fiscal year, (Most employees will acquire considerably more than 1,032 hours if they are employed full time during a normal school year.

One-half year of service credit is earned when you work 516 hours during a fiscal year and are employed an average of 15 or more hours per week.

If you work more than 516 hours, but less than 1,032 hours you will receive credit for the exact proportion worked. For example: if you have 800 hours at the end of the fiscal year, you would receive credit of 78% of the year (800/1,032).

Request for Early Separation

A certified staff member desiring to request the benefits of this plan shall notify, in writing, to the Superintendent on or before the first Monday in January prior to the year of intended separation. The superintendent shall supply to any certified staff member desiring early separation an application form for filing such election. The superintendent shall present the request for early separation to the Board, who shall make a determination as to such request and advise the applicant in writing of the decision of the Board on or before the third Monday in January of the same year of notice. Only two early separation incentives will be granted in any

one year. If more than two persons apply for the early separation incentive in a given year, the following procedure will determine the people to receive the early separation incentive. If there is a tie after the first criteria, the selection will continue using the criteria, in order, until a single employee is selected.

- **The employee with greatest number of service years within the Crawford school district.**
- **The employee with the greatest total years of service in education.**
- **The employee the highest salary on the salary schedule**
- **The employee with their application in first**

If two (2) or more individuals tie on the first four criteria the names of those persons who are tied shall be placed in a container and names will be drawn from the container for each early separation incentive opening.

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 emergencies, availability of funds, budget, expenses, revenue, and other school finance issues.

Enrollment Requirements

Resignation: Eligible Employee participants in the program shall resign their positions with the School District effective at the close of the Employee's last school year of employment, ending any actual or existing continuing contract rights in consideration for the benefits.

Notice of Plan and Future Employment: The Superintendent or Superintendent's designee shall notify all Eligible Employees of the School District of the adoption of this Separation Incentive Program (SIP) and the attendant SIP Application and Agreement on or before November 15 of each school year. A copy of said SIP Application and Agreement as it now exists or as it may be from time to time amended may be obtained from the school office of each school in the district.

If the Eligible Employee participating in this program is re-employed by the School District, as an Eligible Employee, within three (3) years of the Eligible Employee's last date of employment with the School District, said Eligible Employee shall relinquish all rights under this program to monies yet to be received under this plan for any portion of said three-year period that has not elapsed on a per diem pro rata basis as of the date said Eligible Employee is re-employed;

provided, however, this provision shall not apply to a participant substitute teaching for the district on a per diem basis.

Application and Agreement: Any Eligible Employee who attains the eligibility requirements shall be eligible to participate in the SIP. Each qualified Eligible Employee who wishes to participate must submit an Application and Agreement form properly executed on or before the first Monday in January prior to the year of intended separation. An Application and Agreement may be withdrawn by the employee at any time within seven (7) days following the date when it was signed and received by the Superintendent's office. The Superintendent or designee shall review the employee's record to determine eligibility. FAILURE TO SUBMIT THE APPLICATION OR AGREEMENT WITHIN THE TIME FRAME SPECIFIED THEREIN SHALL RESULT IN THE REJECTION OF SUCH APPLICATION OR AGREEMENT.

Terminated Employee's Ineligibility: A Certified Employee who has received written notice of possible termination for reasons other than reduction in force or who has received written notice of possible cancellation shall NOT be eligible and may NOT participate in this program, UNLESS after a hearing before the Board of Education it is determined that said Certified Employee's contract shall not be cancelled or terminated or the decision of the Board of Education to terminate or cancel is subsequently set aside. An Eligible 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 Eligible Employee expressly waives all rights to which he or she may be entitled under the reduction in force law.

Benefits

An Eligible Employee requesting to receive the SIP shall receive the following benefit: Certified employee with at least 15 years of continuous service with Crawford public schools shall receive a benefit equal to seventy-five percent (75%) of the certified employees actual scheduled salary earned by the certified employee during the certified employees last school year of employment. certified employee who have been employed by the school district for twenty or more consecutive years shall be given a benefit equal to eighty (80%) percent of the certified employee scheduled salary earned by the certified employee during the certified employee last school year of employment. Certified employee who have been employed by the school district for thirty or more consecutive years shall be given a benefit equal to eighty-five (85%) percent of the certified employee scheduled salary earned by the certified employee during the certified employee last school year of employment. Scheduled salary refers to salary paid from the salary schedule and excludes salary paid for extra responsibility, extended contract and fringe benefits.

Payment of Benefits: Number of payments of the separation incentive will be mutually discussed by the employee and board of education with the final decision resting with the board of Education. Payments will be made within 3 years of the first payment.

Beneficiary Designation: In order for the application to be considered complete, a beneficiary must be designated. Upon the death of the participant employee before all benefits are paid, the beneficiary shall receive benefits pursuant to the terms of this SIP

Income Tax Consequences: Payment pursuant to this program have been determined to be taxable income for state and federal income tax purposes and will be treated as such. The school district will withhold such sums as are required by law, and payments will be reported as taxable income.

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

Consideration

TIME FOR CONSIDERATION OF APPLICATION AND AGREEMENT, AND WAIVER AND RELEASE OF CLAIMS:

1. **Time to Consider Application and Agreement:** An employee who elects to participate in the Crawford Public School District Separation Incentive Program shall be given forty-five (45) days after district notification of program in which to consider the SIP Application and Agreement. That SIP Application and Agreement shall alert the Employee that the Crawford Public School District Separation Incentive Program is totally voluntary in nature.

2. **Waiver and Release of Claims:** The SIP Application and Agreement shall also include a specific Waiver and Release of Claims of the participant's rights under the Age Discrimination and Employment Act (ADEA), 29 U.S.C. §§ 621-634 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, Neb. Rev. Stat. § 48-1001, et seq., the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq., and all other state and federal constitutions, statutes and regulations that relate to the validity of the SIP and allow the employee to revoke the Release or Waiver at any time within seven (7) days after signing the contract and advise the employee to consult with an attorney before signing the Application and Agreement. THE SPECIFIC TERMS OF THE WAIVER AND RELEASE OF CLAIMS SHALL BE AS FOLLOWS: 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 U.S.C. §§ 621-634, the Employee retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 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, time amended, the Civil Rights Act of 1866 and 1871, as amended from time to time.

Terms: 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. These waivers, release, covenant not to sue, 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.

Term of Program: The Crawford Public School District's SIP shall be offered only to Eligible Employees as defined herein, and those who timely submit an SIP Application and Agreement. This SIP program and program and all benefits provided herein may be repealed at any time by the Board of Education in its sole and absolute discretion.

Date of Adoption: June 10, 2019

Date Updated: November 9, 2020