

**Voluntary Separation Application and Agreement**

**AR-4640**

This agreement is made between Gage County School District (hereinafter referred to as the School District) and \_\_\_\_\_ (hereinafter referred to as the Teacher).

RECITALS

1. The School District has established a Voluntary Separation Program (hereinafter referred to as the Program) for the purpose of rewarding eligible certificated employees who are considering separation or retirement in their employment plans.
2. The Teacher desires to participate voluntarily in the Program sponsored by the School District.
3. The Teacher has a full-time equivalency of \_\_\_\_\_ percent for the current school year; and
4. The Teacher has completed a minimum of fifteen consecutive years of credited service in the employment of Gage County School District No. 34.

TERMS OF AGREEMENT

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

1. Incorporation of School Board Policy. This agreement is made pursuant to Board of Education Policy 4640. The provisions of that policy existing at the time of this agreement as 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 or 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 Nebraska Revised Statutes

§79-824, to §79-842 and §79-846 to §79-849 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 or she will not be eligible for part-time or full-time employment if the board of education approves the Teacher's application to participate in the Program.

3. Benefits. In consideration for the Teacher's resignation set forth in Paragraph 2 above, the Teacher shall receive the following benefits:
  - A. Computation of Benefits. The Teacher shall be paid the total of (\$800) x (years of credit service) x (FTE) up to a maximum of \$16,000.
  - B. Payment of Benefits. The benefits to be paid to the Teacher shall be paid in three equal payments of \$ \_\_\_\_\_. The school district shall pay the first payment on September 15 of the calendar year in which Teacher resigns, and shall pay the subsequent payment on September 15 of the following two calendar years.
4. Limitation on Participation. The Teacher understands that the board of education, in its sole and unfettered discretion, shall determine whether any Program payments will be made in a particular year, and shall determine the total amount to be budgeted for such payments. In years when the board of education decides to fund the Program and takes applications, it shall, in its sole and unfettered discretion, determine the number of applications to be approved. If the board of education receives more applications for separation than it approves, it shall approve the applications on the basis of the criteria set out in school board Policy 4640.
5. Beneficiary Designation. In the event of the Teachers death, any sum of the 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 in 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 or she has had forty-five or more days to consider the ramifications of participation in the Program; that his or her participation in the Program is voluntary; and that he or 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 with an attorney regarding his or 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, the Teacher releases the school district and its officers, directors, employees, agents, representatives, successors and assigns from all claims, demands and actions, past, present and future, known or unknown, arising out of and/or related to, in any way, directly or indirectly, his or her employment with Gage County School District No. 34, the termination of that 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 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, all claims or rights relating to discrimination on the basis of race, color, religion, sex,

disability, handicap, or national origin before the Federal Equal Employment Opportunity commission, the Nebraska Equal Opportunity Commission, or the state or federal courts under any state or federal constitution, law rule, or regulations with Gage County School District No. 34 or his resignation of employment. Also included are any tort, contract or other common law claims and claims for attorney's fees, costs and expenses. The Teacher waives any and all further notice or action by the board of education to terminate the Teacher's continuing contract, and any and all rights the Teacher may have under Nebraska Revised Statute §79-824 to §79-842, and §79-846 to §79-849 as those statutes now exist or as they may be amended.

The Teacher understands and acknowledges that, by giving up claims against the school district, he or she also gives up any claims that he or 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. The Teacher further covenants not to institute any proceedings against the school district or any of the above-mentioned released persons in the future with respect to any of the claims, demands, causes of action, or rights hereby released. 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 that which the Teacher is already entitled to receive from Gage County School District No. 34.

9. Acknowledgment of Understanding. The Teacher acknowledges having been advised in writing to consult with an attorney before this Agreement. The Teacher further acknowledges having had sufficient time to decide whether or not to execute this Agreement, including the Waiver of Release of claims.
10. Revocation and Cancellation of Agreement. The Teacher may cancel this Agreement by rescinding his or her signature at any time within seven (7) days after the Teacher's signing it. In order to cancel the

Agreement, the Teacher must deliver a written statement within seven (7) days to the superintendent of schools that he or she is exercising his or her right to cancel the Application.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date (Month, Day, Year)

\_\_\_\_\_  
President, Board of Education  
Gage County School District No. 34

\_\_\_\_\_  
Date (Month, Day, Year)

Attest:

\_\_\_\_\_  
Secretary, Board of Education  
Gage County School District No. 34

Legal References: §79-824  
Through  
§79-842  
§79-846  
Through  
§79-849

Tenure.

Reduction in Force.