

Board of Education Special Meeting
Monday, December 23, 2024 12:00 PM
Media Center
802 Highland Street
Wakefield, NE 68784

1. Opening Procedures
 - 1.1. Call to Order
 - 1.2. Open Meetings Act
 - 1.3. Pledge of Allegiance
 - 1.4. School District Mission Statement
 - 1.5. Roll Call
2. Recognition of Visitors/Communication from the Public
3. Discussion and Action Items
 - 3.1. Discuss, consider, and take appropriate action on employee retirement agreement,
 - 3.2. Discuss, consider, and take appropriate action on teacher and administrator resignations.
4. Adjournment

RETIREMENT AGREEMENT and RELEASE OF CLAIMS

This Agreement is made by and between Bill Trenhaile ("Mr. Trenhaile") and the Board of Education of Wakefield Community Schools (legally known as Wayne County School District 90-0560) and referred to herein as the "Board" and "School District" respectively.

WITNESSETH:

WHEREAS, Mr. Trenhaile is employed as a permanent certificated employee of the School District; and

WHEREAS, the parties desire to end Mr. Trenhaile's employment relationship with the School District and to compromise, settle, and release all claims about that employment relationship; and

WHEREAS, the parties wish to execute this Retirement Agreement and Release of Claims ("Agreement") which will constitute a full and complete settlement of all questions and a release settling all claims regarding the ending of Mr. Trenhaile's employment relationship with the School District.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as set forth below.

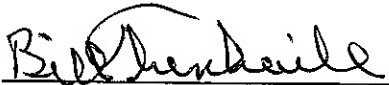
- 1. Employment.** The School District employs Mr. Trenhaile as a permanent certificated employee pursuant to an employment contract for the 2024-25 school year.
- 2. Retirement from Employment.** Mr. Trenhaile hereby announces his intention to retire from employment and therefore resigns his employment and all contractual relations with the School District effective at the conclusion of the 2024-2025 contract year. A copy of Mr. Trenhaile's letter of resignation is attached hereto and incorporated herein by this reference as Exhibit "A." His resignation is irrevocable and is conditioned solely upon the Board of Education's acceptance of it effective at the conclusion of the 2024-2025 contract year and the approval of this Agreement.
- 3. Payment of Salary and Benefits.** The School District will pay Mr. Trenhaile his salary and provide him with his fringe benefits for the remainder of the 2024-25 contract year in accordance with his individual employment contract and the negotiated agreement between the Board of Education and the Wakefield Education Association, including, but not limited to payment for unused sick and personal leave pursuant to Article VII.B of the negotiated agreement.

- 4. Settlement Payment.** In consideration of Mr. Trenhaile's resignation and the waiver and releases contained herein, the district will pay Mr. Trenhaile the sum of twelve thousand dollars and zero cents (\$12,000.00). This payment will be made on or before July 30, 2024. This payment shall constitute the payment of all sums to which Mr. Trenhaile is entitled for any reason. The payment shall be reduced by legally required deductions including, but not limited to, state and federal income tax withholding, and FICA (but not including retirement). Mr. Trenhaile consents to the withholding of such sums. The parties agree that this payment does not indicate any wrongdoing by either party and that this payment is made solely in consideration of Mr. Trenhaile's waiver of any entitlement to continued employment and waiver of potential claims against the district.
- 5. Mr. Trenhaile's Release of Claims.** In consideration of the promises and payments specified in this Agreement, Mr. Trenhaile releases the School District and its officers, board members, administrators, 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 in any way, either directly or indirectly, to his employment with the School District, the termination of his 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 the Nebraska Wage Payment and Collection Act, 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, the Nebraska Act Prohibiting Unjust Discrimination Because of Age, all claims or rights relating to discrimination on the basis of age, race, color, religion, sex, disability, handicap, or national origin before the federal Equal Employment Opportunity Commission, the Nebraska Equal Opportunity Commission, and any state or federal court under any state or federal constitution, law, rule, or regulation, or claims or rights of whatever nature arising under any other state, federal, or local constitution, executive order, statute, regulation, or ordinance arising from his employment or contractual relations with the School District or his resignation of employment. Mr. Trenhaile represents that no claims have now been filed against the School District. Mr. Trenhaile acknowledges that nothing in this agreement prohibits him from filing a Complaint with the

Equal Employment Opportunity Commission or any other similar state agency, the Occupational Safety and Health Administration, the Secretary of Labor or otherwise participating in matters pending before those agencies. However, in the event Mr. Trenhaile files such a charge or complaint, he shall be entitled to no relief, no reinstatement, no remuneration, no damages, no back pay, no front pay and no compensation whatsoever from the School District as a result of such charge or complaint, since Mr. Trenhaile has released and extinguished any right to such relief under this agreement. Mr. Trenhaile also releases all contract, tort, and common law claims, and claims for attorney's fees, costs and expenses. He covenants not to institute any complaints or proceedings against the School District or any of the above-mentioned persons in the future with respect to any of the claims, demands, causes of action, or rights hereby released.

- 6. Notification of Rights.** By his signature below, Mr. Trenhaile acknowledges that he has been advised in writing by this Agreement, that he should consult with an attorney prior to executing this Agreement; that he has 21 days from the presentation of the Agreement to consider it, with any amendments which might be agreed to, or hereby waives the same; that he may have another person present in any meetings to negotiate regarding this Agreement; and that he has seven days after executing this Agreement during which he may revoke his agreement to it. Mr. Trenhaile has acted voluntarily and upon his own best judgment in executing this Agreement.
- 7. Binding Nature of Agreement.** This Agreement shall be forever binding on Mr. Trenhaile, his heirs, executors, administrators, and assigns.
- 8. No Admission of Liability.** This Agreement is not to be construed as an admission of liability on the part of either party.
- 9. Authorization to Hire a Replacement.** The School District may advertise for and endeavor to hire a person to replace Mr. Trenhaile upon his execution of this Agreement.
- 10. Entirety of Agreement.** This Agreement contains the parties' entire agreement. Its terms and release are contractual and not a mere recital.

11. **Nebraska Law.** This Agreement shall be construed in accordance with the laws of the State of Nebraska. Any dispute arising hereunder shall be submitted only to a state court or federal court of competent jurisdiction in Nebraska to whose jurisdiction all parties hereto consent.
12. **Construction of Agreement.** Whenever possible, each provision of this Agreement shall be interpreted so that it is valid. If any provision is determined to be invalid to any extent under applicable law, the remaining provisions of the Agreement will continue to be valid, and the entire Agreement will continue to be valid in other jurisdictions.
13. **Acknowledgment of Understanding.** The parties confirm that they have read this Agreement in full; are fully apprised of its contents; understand its meaning and implications, specifically with regard to the fact that it includes the waiver of rights and that it precludes each party from bringing any claim or cause of action against the other for matters occurring or arising at any time before the date of its execution; and have executed it voluntarily.



Bill Trenhaile

December 16, 2024

Bree Brown, President
Wakefield Board of Education

December ____, 2024

EXHIBIT A

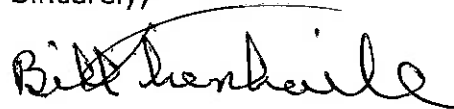
December 16, 2024

Wakefield Board of Education
Wakefield Community Schools
802 Highland Street
Wakefield, NE 68784

Dear Members of the Board of Education:

I hereby resign my employment as a teacher at Wakefield Community Schools, effective at the conclusion of the 2024-2025 contract year.

Sincerely,

A handwritten signature in black ink that reads "Bill Trenhaile". The signature is written in a cursive style with a large, sweeping initial "B".

Bill Trenhaile

Beth Noelle Sindelar
402-992-0175
dbsindelar@gmail.com

December 12, 2024

Wakefield Community Schools
Wakefield, Nebraska.

Dear Members of the Wakefield Community Schools School Board and Administration:

It is with a heavy heart that I submit this letter of resignation due to the Reduction in Force (RIF) decision recently implemented by the district. Due to the impact of this decision, I am resigning from my position effective at the end of the 2024-25 school year.

Serving the students, families, and community of Wakefield has been an honor and a privilege. I am deeply grateful for the opportunities I have had to contribute to the growth and success of our students and to collaborate with the dedicated teachers and staff. The memories and relationships I have built during my time here will always hold a special place in my heart.

I understand the challenges that our district faces and respect the difficult decisions that have been made in response to these circumstances.

Please let me know how I can assist in ensuring a smooth transition during this time. I am committed to supporting my students and colleagues to the best of my ability until my final day of service.

Thank you once again for the opportunity to be part of the Wakefield Community Schools family. I wish the district continued success in its mission to embrace diversity, educate and support the whole learner, and empower students to be critical thinkers, lifelong learners, and global citizens.

Sincerely,

A handwritten signature in cursive script that reads "Beth Noelle Sindelar". The signature is written in black ink and is positioned above the printed name.

Beth Sindelar

Darren K. Sindelar
402-360-4548
dbsindelar@gmail.com

December 12, 2024

Wakefield Community Schools
Wakefield, Nebraska.

Dear Members of the Wakefield Community Schools School Board and Administration:

It is with a heavy heart that I submit this letter of resignation due to the Reduction in Force (RIF) decision recently implemented by the district. Due to the impact of this decision, I am resigning from my position effective at the end of the 2024-25 school year.

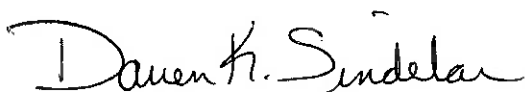
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I understand the challenges that our district faces and respect the difficult decisions that have been made in response to these circumstances.

Please let me know how I can assist in ensuring a smooth transition during this time. I am committed to supporting my students and colleagues to the best of my ability until my final day of service.

Thank you once again for the opportunity to be part of the Wakefield Community Schools family. I wish the district continued success in its mission to embrace diversity, educate and support the whole learner, and empower students to be critical thinkers, lifelong learners, and global citizens.

Sincerely,

A handwritten signature in black ink that reads "Darren K. Sindelar". The signature is written in a cursive style with a large, stylized initial 'D'.

Darren K. Sindelar

Mallory Anderson
615 Johnson St.
Wakefield, NE 68784
712-870-1291

December 10, 2024

Matt Farup
Wakefield Community School
802 Highland St.
Wakefield, NE 68784

Dear Mr. Farup,

I am writing to formally resign from my position as K-6 Elementary Technology Teacher at Wakefield Community School, effective my last working day on May 16, 2025. I've truly appreciated my time working, learning, and growing here and am grateful for the opportunities I've had.

Sincerely,
Mallory Anderson

A handwritten signature in cursive script that reads "Mallory Anderson".

514 E 6th Street, Apt D
Wayne, NE 68787
December 13, 2024

Mr. Matt Farup
Wakefield Community Schools
802 Highland Street
Wakefield, NE 68784

Dear Mr. Farup:

I am writing to formally resign from my position as the 4-year-old Preschool Teacher at Wakefield Community Schools, effective at the end of the 2024-2025 school year.

As a result of the recent Reduction in Force (RIF), my position has been eliminated. I understand and accept the circumstances, and I am providing this notice in accordance with the school's policy.

Thank you for the opportunity to have worked at Wakefield Community Schools for the last 3 years.

Sincerely,



Michelle Kotas

530 Fairacres Rd
Wayne, NE 68787
December 12, 2024

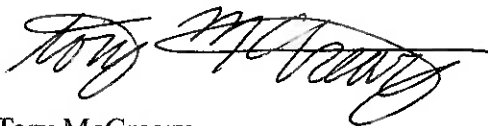
Mr. Matt Farup
Wakefield Community Schools
802 Highland Street
Wakefield, NE 68784

Dear Mr. Farup:

I hereby resign my position as a fourth grade teacher with Wakefield Community Schools effective at the end of the 2024-2025 contract year.

As a result of the recent Reduction in Force (RIF), my position has been eliminated. I understand the circumstances, and I am providing this notice in accordance with the school's policy.

Sincerely,

A handwritten signature in black ink, appearing to read "Tory McCreary", written in a cursive style.

Tory McCreary