

## **Board of Education Regular Meeting**

6:00 PM

Middle School/High School Media Center  
565 Kimmel Street  
Osceola, NE 68651-0198

Jennifer Boruch: Present

John Kropatsch: Present

Michael Neujahr: Absent

Jodie Roberts: Present

Tom Schleif: Present

Darin Sterup: Present

### 1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office. A copy of the agenda items is tentative and may be changed by the Board if necessary.

### 2. Opening Procedures

#### 2.1. Call the Meeting to Order

President Schleif called the April 13, 2015 regular meeting to order at 6:02PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

#### 2.2. Roll Call

Also present were Superintendent Rinehart, MS/HS Principal Maynard, Elementary Principal Johnson, Debra Berry, one staff member, one student and one patron.

#### 2.3. Excuse Board Members Who Are Absent

To excuse Neujahr Passed with a motion by Jennifer Boruch and a second by Jodie Roberts.  
Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin

Sterup: Yea

### 3. Approval of Agenda

To approve the agenda as written Passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea

### 4. Recognition of Visitors/Communications from the Public

Tucker Boden was in attendance to observe community activities for Boy Scouts.

### 5. Reports

#### 5.1. Principals Reports

##### 5.1.1. Elementary Report

Elementary Principal Sarah Johnson gave her written and oral report about: 3rd and 4th grade will be attending Farm Safety Day on April 27th; Elementary Track and Field Day is scheduled for May 5th; the Elementary Concert is April 28th at 7:00PM; AR Party is May 20th at Westbrook Lanes in Columbus. Also NeSA and MAPS testing is underway, and Kindergarten Roundup was April 10th with 18 children in attendance.

##### 5.1.2. MS/HS Report

MS/HS Principal Dale Maynard gave his written and oral report about: students were taken to the Red and White Game; FFA's Cierra Fisher and Rachel Wieseman earned their State FFA Degrees; FBLA's Derek Voigt earned honorable mentions in spelling and business math during the State FBLA Conference; SWAG had a lock-in on April 2nd, Volleyball coaches, Dr. Brenda Glunz and Miss Jenna Beringer, and Dazzler coaches, Mrs. Stephanie Sterup and Mrs. Cheri Prosofski, have been hired for the 2015-2016 school year. Also, Mr. Maynard reviewed an annual report that he plans to provide the community.

##### 5.2. Superintendent's Report

Superintendent Steven Rinehart gave his written and oral report about: voting for NASB Legislative Committee Member #16; increasing wireless access points and wiring for technology upgrades; track renovation is scheduled to begin at the end of school; CRC is considering raising the admission prices to \$5.00 for adults and \$4.00 for students; and Mr. Bradley Mead has started as Head of Maintenance. Also, Miss Jenna Beringer has had a day of training with current Administrative Assistant Lisa Stowe.

##### 5.3. Board Reports

### 6. Action Items

#### 6.1. Consent Agenda

To approve the consent agenda Passed with a motion by Jennifer Boruch and a second by Jodie Roberts.

Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea

- 6.1.1. Approval of the Previous Meeting's Minutes
- 6.1.2. Treasurer's Report
- 6.1.3. Payment of general fund claims in the amount of \$310,363.01
- 6.2. Consider, discuss and take all necessary action on hiring Dr. Brenda Glunz as the new head Volleyball Coach for 2015-16.  
To hire Dr. Brenda Glunz as Head Volleyball Coach for 2015-16 school year Passed with a motion by Darin Sterup and a second by John Kropatsch.  
Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.3. Consider, discuss and take all necessary action on hiring Jenna Beringer as the new Administrative Assistant and assistant volleyball coach.  
To hire Miss Jenna Beringer as the new Administrative Assistant and Assistant Volleyball Coach Passed with a motion by Jennifer Boruch and a second by Jodie Roberts.  
Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.4. Consider, discuss and take all necessary action on hiring Bradley Mead as the new Head of Maintenance/Bus Coordinator.  
To hire Mr. Bradley Mead as the new Head of Maintenance/Bus Coordinator Passed with a motion by Darin Sterup and a second by John Kropatsch.  
Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.5. Consider, discuss and take all necessary action to approve student accident and catastrophic insurance policies.  
To approve student accident and catastrophic insurance policies for the 2015-2016 school year Passed with a motion by Jennifer Boruch and a second by Jodie Roberts.  
Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.6. Consider, discuss and take all necessary action on hiring summer custodial help.  
To approve the hiring of two summer custodial people to help with maintenance and cleaning Passed with a motion by Jodie Roberts and a second by John Kropatsch.  
Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.7. Consider, discuss and take all necessary action on setting classified staff salaries for 2015-16 school year.  
To go into executive session at 7:03PM, which is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law, until the finish of business for the discussion of personnel, job performances, and classified wages Passed with a motion by Darin Sterup and a second by

Jodie Roberts.

Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea

To come out of executive session at 7:33PM which was called to discuss personnel, job performances, and classified wages Passed with a motion by Jennifer Boruch and a second by John Kropatsch.

Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea

Increasing classified staff wages averaging 3.6% for 2015-16 school year Passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea

President Schleif repeated that a motion was made by Darin Sterup, seconded by Jodie Roberts, to go into executive session, which is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law, until the finish of business for the discussion of personnel, job performances, and classified wages. Motion passed 5-0-0. Mike Neujahr was absent.

6.8. Consider, discuss and take all necessary action on Second reading of ERIP Board Policy 4270.

To adopt the proposed Early Retirement Incentive Program in Board Policy 4270 Passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea

This will be a program to be used by the Board of Education to help facilitate early retirements in situations that the Board deems to be financially beneficial for the Osceola School District.

7. Discussion Items

7.1. Discuss possible addition of Nebraska Lutheran (Waco) to the Crossroads Conference. Superintendent Rinehart explain to the Board about the possibility of the addition of Nebraska Lutheran (Waco) to the Crossroads Conference.

8. Next Meeting Dates and Times

8.1. Regular meeting May, 11th, 2015, 6:00 PM at the Osceola Middle/High School Library.

9. Adjournment

Moved to adjourn meeting at 7:36 p.m. Passed with a motion by John Kropatsch and a second by Jodie Roberts.

Jennifer Boruch: Yea, John Kropatsch: Yea, Jodie Roberts: Yea, Tom Schleif: Yea, Darin Sterup: Yea

**Board of Education Regular Meeting**  
March 9, 2015, 6:00PM  
Middle School/High School Media Center

**1. Osceola Public Schools Board of Education Information**

This meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office. A copy of the agenda items is tentative and may be changed by the Board if necessary.

**2. Opening Procedures**

**2.1. Call the Meeting to Order**

President Schleif called the March 9, 2015 regular meeting to order at 6:04PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

**2.2. Roll Call Attendance Taken at 6:00 PM:**

Present Board Members:

Jennifer Boruch	Jodie Roberts
John Kropatsch	Tom Schleif
Mike Neujahr	Darin Sterup

**2.3. Excuse Board Members Who Are Absent**

No board members were absent.

**3. Approval of Agenda**

**Motion Passed:** Approval of agenda passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

**4. Recognition of Visitors/Communications from the Public**

There were no patrons present. Superintendent Rinehart, Principal Maynard, Principal Johnson and Debra Berry were present.

**5. Reports**

**5.1. Principals Reports**

Elementary Principal Sarah Johnson gave her written and oral report about: Kindergarten will be April 10th from 9:00AM to 12:00 noon; children have to be 5 years old by July 31st to attend Kindergarten; York College will perform "Wild Pecos Bill" on March 24th at 9:00AM; the elementary students will have their end-of-the-year celebration at the Osceola Park; the Elementary will dismiss at 1:20PM on all 1:30PM dismissals due to safety issues; and all certified staff were recommended for rehire for the 2015-16 school year.

MS/HS Principal Dale Maynard gave his written and oral report about: the Bryte Bytes survey is complete; SWAG (Students With Awesome Goals) went to Iowa for a leadership conference; SWAG will conduct a follow-up assembly with the Middle School March 10th; a technology meeting is scheduled for March 16th; the usefulness of Twitter is being investigated; option enrollment was discussed; and MAPS testing for science will not be done at the High School level at present.

Thank you to the Osceola Board of Education for the renewal of my contract for the 2014-15 school year. - Dale

## 5.2. Superintendent's Report

Superintendent Rinehart gave his written and oral report about: the approval of the 2015-16 school calendar; local sub letters for Megan Sasser and Jan Morris; the approval of the new Elementary Principal Brett Webster's contract; the renewal of HVAC, boiler treatment, and software contracts; a 2-year MS sports coop with High Plains; a 2-year MS wrestling coop with Cross County; option enrollment numbers; the first reading of an early retirement policy; request to Board for a candidate to be an NASB Legislative member; staff evaluations completed by the end of March; classified compensation proposals; some options in the state legislator on reducing property tax reliance; \$300.00 increase to NHS national dues; and bus repairs.

## 5.3. Board Reports

There were no board reports.

## 6. Action Items

### 6.1. Consent Agenda

**Motion Passed:** To approve consent agenda passed with a motion by Darin Sterup and a second by John Kropatsch.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

#### 6.1.1. Approval of the Previous Meeting's Minutes

#### 6.1.2. Treasurer's Report

#### 6.1.3. Payment of general fund claims in the amount of \$300,204.04

#### GENERAL FUND

Beginning Balance	\$1,201,705.54
Income	+ 243,619.27
Expenses	- 299,748.82
Ending Balance	\$1,145,575.99

#### DEPRECIATION/EQUIPMENT FUND

Beginning Balance	\$ 439,783.77
Income	+ 57.63
Expenses	- 0.00
Ending Balance	\$ 439,841.40

#### UNEMPLOYMENT FUND

Beginning Balance	\$ 36,582.28
Income	+ 5.27
Expenses	- 0.00
Ending Balance	\$ 36,587.55

#### ACTIVITY FUND

Beginning Balance	\$ 27,564.39
Income	+ 8,250.22
Expenses	- 8,889.69
Ending Balance	\$ 26,924.92

#### LUNCH FUND

Beginning Balance	\$ 9,468.71
Income	+ 12,054.40
Expenses	- 15,390.01
Ending Balance	\$ 6,133.10

BOND FUND CHECKING ACCOUNT			
Beginning Balance		\$	22,431.64
Income	+		1.72
Expenses	-		0.00
Ending Balance (Checking Account)		\$	22,433.36

BOND FUND LIQUID ASSET			
Beginning Balance			80.40
Transfers In	+		0.00
Interest Income	+		0.00
Transfers Out	-		0.00
Balance		\$	80.40

SPECIAL BUILDING FUND			
Beginning Balance		\$	319,728.41
Income	+		4,250.30
Expenses	-		0.00
Ending Balance		\$	323,978.71

QUALIFIED PURPOSE UNDERTAKING			
Beginning Balance		\$	122,401.20
Income	+		4,429.44
Expenses	-		0.00
Ending Balance		\$	126,830.64

**6.2. Consider, discuss and take all necessary action on school calendar for 2015-16.**

**Motion Passed:** To approve the 2015-16 school calendar passed with a motion by Jennifer Boruch and a second by Jodie Roberts.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

**6.3. Consider, discuss and take all necessary action to approve local sub support for Jan Morris and Megan Sasser.**

**Motion Passed:** To approve writing letters of support for Megan Sasser and Jan Morris so each can apply to NDE for a local substitute certificate passed with a motion by Darin Sterup and a second by Mike Neujahr.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

**6.4. Consider, discuss and take all necessary action on Elementary Principal contract.**

**Motion Passed:** To approve proposed Elementary Principal contract for Brett Webster passed with a motion by John Kropatsch and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

**6.5. Consider, discuss and take all necessary action to approve Control Services HVAC Contract for 2015-16.**

**Motion Passed:** To approve renewal of HVAC service contract in the amount of \$9,459.00 with Control Services passed with a motion by Jodie Roberts and a second by John Kropatsch.

Jennifer Boruch	Yes	John Kropatsch	Yes
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Mike Neujahr	Yes	Tom Schleif	Yes
Jodie Roberts	Yes	Darin Sterup	Yes

**6.6. Consider, discuss and take all necessary action on Garrett/Callahan Boiler treatment contract.**

**Motion Passed:** To approve the Garrett-Callahan boiler treatment contract passed with a motion by Jennifer Boruch and a second by Jodie Roberts.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

**6.7. Consider, discuss and take all necessary action on renewal of NASB NorthStar Negotiations contract.**

**Motion Passed:** To approve the renewal of the NASB NorthStar negotiations contract for 2015-16 passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

**6.8. Consider, discuss and take all necessary action to proceed setting up Jr. High Sports coop with High Plains and Cross County.**

**Motion Passed:** To approve a Middle School football, volleyball, and boys/girls basketball sports coop with High Plains Community Schools and a Middle School wrestling coop with Cross County Community Schools passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

**6.9. Consider, discuss and take all necessary action on amending numbers for accepting option enrollment students in Board Policy 5006 Appendix.**

**Motion Passed:** To approve the suggested numbers for the option enrollment numbers for Appendix 1 of Board Policy 5006 passed with a motion by Mike Neujahr and a second by Jodie Roberts.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

**6.10. Consider, discuss and take all necessary action on first reading of ERIP/TERIP Board Policy.**

**Motion Passed:** To approve first reading of ERIP Board Policy passed with a motion by Darin Sterup and a second by Mike Neujahr.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

**7. Discussion Items**

**7.1. Discuss Cooping options:**

Middle School sports coop paperwork will be implemented at the April 13, 2015 regular board meeting, as will the another two year agreement with Cross County for wrestling at the Jr. High and High School levels.

**7.2. Executive Session:**

**Motion Passed:** To go into executive session at 7:21 PM until the finish of business for personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless

injury to the reputation of an individual in compliance with the law passed with a motion by Jodie Roberts and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

Prior to entering executive session, President Schleif repeated that a motion was made by Jodie Roberts and a second by Jennifer Boruch to go into executive session at 7:21PM until the finish of business for personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

**Subsidiary Motion Passed:** Exited executive session at 7:59 PM which was called to discuss personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

#### **8. Next Meeting Dates and Times**

**8.1. Regular meeting, April 13th, 2015, 6:00 PM at the Osceola Middle/High School Media Center.**

#### **9. Adjournment**

**Motion Passed:** Adjournment of meeting at 8:00 PM passed with a motion by Jodie Roberts and a second by Mike Neujahr.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Yes	Darin Sterup	Yes

Debra D. Berry, Secretary Appointed

**Board Report – Monthly  
GENERAL FUND**

Posted - During Check Cycle; Fund Number 01; Processing Month 04/2015

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
28566	AXIS CAPITAL, INC.	COPIER LEASE	189.23
28567	BIRCH TELECOM	LONG DISTANCE SERVICE	2.57
28568	BIRCH TELECOM	LONG DISTANCE SERVICE	25.58
28569	BUILDERS SUPPLY	SUPPLIES	235.07
28570	BURG AUTO REPAIR, INC.	PARTS	46.15
28571	CENTRAL NEBRASKA REHABILITATION SERVICES	PHYSICAL THERAPY SERVICES	2,241.51
28572	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	971.58
28573	COLUMBUS PUBLIC SCHOOLS	STUDENT SERVICES TUITION	2,799.72
28574	COLUMBUS TELEGRAM	CLASSIFIED ADS	1,048.75
28575	CONTINUUM RETAIL ENERGY SERVICES, LLC	NATURAL GAS	3,131.10
28576	CONTROL SERVICES, INC.	PARTS/LABOR/REPAIRS	2,682.27
28577	EBERT, ANNETTE	MILEAGE REIMBURSEMENT	294.40
28578	EDUCATIONAL SERVICE UNIT #6	SELF PROGRAM TUITION	2,390.35
28579	EGAN SUPPLY COMPANY	CUSTODIAL SUPPLIES	94.54
28582	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	11,035.11
28580	ESU #7	NETWORK SUPPORT	505.00
28581	ESU #7	NETWORK CHARGES	710.37
28583	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	25.47
28584	FATHER FLANAGAN'S BOYS' HOME	EDUCATION SERVICES	2,419.56
28585	FOLLETT SCHOOL SOLUTIONS, INC.	LIBRARY BOOKS	238.44
28586	FRONTIER COOPERATIVE COMPANY	FUEL	2,469.15
28587	GARY'S PLUMBING & HEATING	PARTS	164.08
28588	IDEA ART	CERTIFICATE PAPER	67.84
28589	INSTRUMENTALIST COMPANY, THE	MUSIC SUPPLIES	77.00
28590	J.W. PEPPER & SON, INC.	MUSIC	293.59
28591	JACKSON SERVICES, INC.	RUG SERVICE	308.07
28592	JONES, JEFF	COMPUTER CONSULTING AND REPAIRS	3,175.00
28593	JOSTENS, INC.	DIPLOMAS	105.78
28594	JOSTENS/JMB RECOGNITION	GRADUATION SUPPLIES	45.85
28595	KANSAS STATE BANK	LAPTOP FINANCING	1,500.00
28596	LINCOLN JOURNAL STAR	CLASSIFIED ADS	956.64
28597	MATHESON TRI-GAS, INC.	SUPPLIES	349.59
28598	NEBRASKA DEPARTMENT OF LABOR	BOILER INSPECTIONS	90.00
28599	NEBRASKA EDUCATION TECHNOLOGY SERVICES	NEGOTIATIONS MEMBERSHIP	1,200.00
28600	NSAA DISTRICT II	DISTRICT MUSIC ENTRY FEE	250.00
28601	OFFICENET, INC.	SUPPLIES	868.61
28602	OMAHA WORLD-HERALD, THE	CLASSIFIED ADS	626.01
28603	ONE SOURCE	BACKGROUND CHECKS	108.00
28604	OPTUMHEALTH	FLEX PLAN FUNDING	100.00
28605	OSCEOLA FOOD MART	SUPPLIES	51.97
28606	OSCEOLA PUBLIC SCHOOLS	TRANSFER OF FUNDS FOR PRESCHOOL MILK	347.20

**Board Report - Monthly**  
 Posted - During Check Cycle; Fund Number 01; Processing Month 04/2015

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
28607	OSCEOLA TIRE AND SERVICE, LLC	PARTS/LABOR/REPAIRS	72.75
28608	PAPER DIRECT	SUPPLIES	136.94
28609	PERRY GUTHERY HAASE GESSFORD	LEGAL SERVICES	560.00
28610	POLK COUNTY HEALTH DEPARTMENT	NURSING SERVICES	765.00
28611	POLK COUNTY NEWS	PRINTING	237.84
28612	POLK COUNTY RPPD	ELECTRICITY	15,624.85
28613	PRAIRIE CREEK FAMILY MEDICINE	BUS DRIVER PHYSICALS	170.00
28614	PRESTO-X	PEST CONTROL	79.56
28615	QUILL CORPORATION	SUPPLIES	29.98
28616	RALLY AUTO PARTS	SUPPLIES	47.62
28617	RINEHART, STEVEN	MILEAGE REIMBURSEMENT	85.10
28618	SCHOOL SPECIALTY, INC	TEACHING SUPPLIES	304.46
28619	SHRED MONSTER, INC.	SHREDDING SERVICE	96.00
28620	TONNIGES CHEVROLET, INC.	PARTS/LABOR/REPAIRS	136.61
28621	TRIPLE "S" SERVICE, LLC	GARBAGE SERVICE	470.00
28622	TRUCK CENTER COMPANIES	PARTS/LABOR/REPAIRS	174.42
28623	UNIVERSITY OF NEBRASKA - LINCOLN	AUTISM CONFERENCE	200.00
28624	VERIZON WIRELESS	CELL SERVICE	57.48
28625	WINDSTREAM	DISTANCE LEARNING SERVICE	20.45
28626	WINDSTREAM	TELEPHONE SERVICE	67.05
28627	WINDSTREAM	TELEPHONE SERVICE	185.46
28628	WINDSTREAM	DISTANCE LEARNING - STATE	620.00
28629	YORK NEWS-TIMES	CLASSIFIED ADS	<u>1,534.18</u>
<b>Checking Account Total:</b>			<b>65,916.90</b>
<u>Checking</u>	1		
318	MAIL FINANCE	POSTAGE METER LEASE	84.00
319	MG TRUST COMPANY	ANNUITIES PAYABLE	400.00
317	OPTUMHEALTH	FLEX PLAN FUNDING	<u>292.92</u>
<b>Checking Account Total:</b>			<b>776.92</b>
<u>Checking</u>	4		
1554	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	25.47
1551	FORD, CRAIG	REIMB. FOR WEBCAM AND BLUETOOTH HEADSET	85.58
1556	PINNACLE BANK	EQUIPMENT & SUPPLIES	973.49
1555	POSTMASTER	NEWSLETTER POSTAGE	75.88
1552	WINDSTREAM	TELEPHONE SERVICE	69.36
1553	WINDSTREAM	TELEPHONE SERVICE	185.02
1550	WM WOLFE POST #91	FLAGS	<u>60.40</u>
<b>Checking Account Total:</b>			<b><u>1,475.20</u></b>
 <b>TOTAL CHECKS &amp; PREPAIDS</b>			<b>68,169.02</b>
<b>TOTAL PAYROLL</b>			<b><u>242,193.99</u></b>
<b>GRAND TOTAL</b>			<b><u>310,363.01</u></b>





**PARTICIPATING ORGANIZATION APPLICATION**

Application is hereby made for a Catastrophic Student Accident Insurance Plan based on the following statements and representations.

**Osceola Public Schools  
565 Kimmel  
Osceola, NE 68651**

**Dale Wamberg  
87724 549 Ave  
Wausa NE, 68786-1523  
Phone: (402) 586-2798**

If the Applicant is a School District, please attach the list of schools to be insured.

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the Policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Number (For Company Use Only): \_\_\_\_\_

Policy Term: August 1, 2015 to August 1, 2016

Requested Policy Term, if other than August 1, 2015 to August 1, 2016: \_\_\_\_\_

**Class (es) of Eligible Persons**

The Applicant named above elects to provide coverage to the Class(es) of Eligible Persons checked below. Class 3 is not available without Class 1. Do not elect Class 3, if Class 2 is elected.

CHECK ALL THAT APPLY

- CLASS 1: All student athletes, student managers, student trainers, student coaches, cheerleaders and band members who participate in school sponsored and supervised interscholastic athletic activities.
- CLASS 2: All students, from pre-kindergarten through the twelfth grade, while they are attending regularly scheduled classes and taking part in all school-sponsored and supervised activities including off-season athletic training and conditioning, except interscholastic athletics. (Includes Class 3 students, if Class 2 students are covered under the Policy)
- CLASS 3: All students who participate in all school-sponsored and supervised extracurricular non-athletic activities and clubs. (Only available if Class 1 is also covered)

**Description of Coverage**

**Accidental Death & Dismemberment Benefits**

<u>Covered Loss</u>	<u>Benefit Amount</u>
Death	\$10,000
Both Hands or Both Feet	\$20,000
One Hand or One Foot plus the loss of Sight of One Eye	\$20,000
Sight of Both Eyes	\$20,000
Speech and Hearing	\$20,000
Speech or Hearing	\$10,000
One Hand; One Foot; or Sight of One Eye	\$10,000
Thumb and Index Finger of the same Hand	\$ 5,000
Hearing in One Ear	\$ 5,000

**PLEASE COMPLETE BOTH SIDES**

OSCEOLA

Accident Medical Expense Benefits

Scope of Coverage: Full Excess
Benefit Maximum: \$5,000,000
Deductible: \$25,000
Deductible Incurral Period: 2 years from date of the Covered Accident
Maximum Benefit Period: 520 weeks after the date of the Covered Accident

Table with columns: Premium Rates, Number of Insureds, X, Rate, =, Premium. Includes Class 1 (100 insureds, \$3.25 rate, \$325 premium) and Class 2 (250 insureds, \$1.20 rate, \$300 premium).

TOTAL PREMIUM

\$ 625-

(Subject to minimum premium of \$500)
Please include premium check with this Application, mail and make payable to:

STUDENT ASSURANCE SERVICES, INC.

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

The undersigned declares that:

All information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to Zurich American Insurance Company's decision to provide this insurance, and that insurance will be provided, at Zurich American Insurance Company's sole discretion, in reliance upon the truth of such information.

It is hereby understood and agreed that:

- 1. this insurance is provided by Zurich American Insurance Company in consideration of payment of the required premium;
2. the insurance under the policy begins on the Policy Effective Date 8/1/15-8/1/16, except as noted on front of this form; and
3. the acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Signature of Authorized Person: [Handwritten Signature]

Title: Superintendent

Please Print Name: Steven A. Rinehart

email: srinehart@esu7.org

Telephone: 402-747-3121

Signed at: Osceola Public Schools

On: 4-1-15

Signed by Licensed Resident Agent (Where Required by Law)

Please send all correspondence and payments to:

Student Assurance Services, Inc.
P.O. Box 196
Stillwater, MN 55082

**APPLICATION TO GUARANTEE TRUST LIFE INSURANCE COMPANY Glenview, Illinois**

Complete this Application IN FULL - Please print or type

This Policy is to be issued to the following school or the individual schools of the following school system:

**Osceola School District #19**

Address: 565 South Kimmel Street Osceola NE 68651  
Street City State Zip County  
 Junior High School(s) consist of Grades 6-8 Senior High School(s) consist of Grades 9-12  
 Total District Enrollment \_\_\_\_\_ Please attach a list of all schools in the District.

<small>THIS SECTION IS FOR HOME OFFICE USE ONLY</small>	
<b>Policy Form and Riders to be Issued:</b>	<b>Policy Number: 264-125-075-I</b>
GP-1200	
[ ] With the following amendments (please list) _____	

**COVERAGE A - STUDENT ACCIDENT**

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is August 14 2015. The termination date shall be August 14, 2016, which is the opening day of the following fall term of the Policyholder.

Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports, which begin prior to the first day of school: coverage begins on the first day of the earliest practice, which is August 10 2015. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

**COVERAGE B - FOOTBALL**  **IN EFFECT**  **NOT IN EFFECT**

Interscholastic Football Coverage becomes effective at 12:01 A.M. on August 10, 2015 and expires on December 31st of the same year. Spring Practice begins on NA

Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Coverage will be null and void unless the basic coverage of the Company is offered by the school authorities to all students in all schools of the Policyholder.

The Student Accident Insurance Policy will cover those students, teachers and administrative employees who pay the required premium as shown below:					
COVERAGE	GRADES	PREMIUMS	COVERAGE	GRADES	PREMIUMS
<b>24-Hour</b>	Pre-K - 12	\$180.00 / \$365.00	<b>FOOTBALL</b>	9 - 12	\$250.00 / \$500.00
<b>SCHOOL-TIME</b>	Pre-K - 8	\$50.00 / \$100.00	<small>Does not include School-Time or 24-Hour Coverage</small>		
[ ] Check here if "All"	9 - 12	\$75.00 / \$150.00			

Applied for by Steven A. Rinckhart Superintendent Steven A. Rinckhart  
PLEASE PRINT: Name Title Signature

Agent Signature \_\_\_\_\_ Dated at The Pinnacle Agency  
 Dated on \_\_\_\_\_ 20 \_\_\_\_\_

Send Rosters to:  
 Street Address 565 S Kimmel Phone 402-747-2089  
 City Osceola State NE Zip 68651  
 Attention Lisa Stowe Email Address \_\_\_\_\_

Personnel –Certificated Teachers

Early Retirement Incentive Program

**OSCEOLA PUBLIC SCHOOL DISTRICT  
EARLY RETIREMENT INCENTIVE PROGRAM**

A. PURPOSE:

The purpose of this program is to encourage Eligible Employees who are considering an early-leaving decision to accelerate their retirement plans. Objectives include, but are not limited to, the following:

1. To offer financial incentives which will assist long-term employees considering early retirement or early-leaving decisions at the end of any school year during which this Early Retirement Incentive Program (ERIP) is in effect.
2. To reduce costs to the School District by replacing maximum salaried employees with lesser salaried employees.
3. To provide a better balance of employee experience.

B. QUALIFICATIONS:

1. Eligible Employee: To be a participant a person must be employed by the School District as of the date of acceptance of the person's application in the position of a fully certified employee covered by the negotiated agreement between the Osceola Public School District and the Osceola Education Association and paid pursuant to the salary schedule incorporated into said agreement in effect for the employee's last school year of employment, "Teacher" or "Eligible Employee").

2. Full-Time Equivalency: Eligible Employees, both full-time and part-time, may participate in the ERIP provided that the part-time employees' benefits under such plan shall be prorated based on their FTE (full-time equivalency), said FTE to be determined based on the employee's actual scheduled salary as of November 1 of the employee's last school year of employment. Part-time employees who are on a leave of absence in part and work part-time as of November 1 of the employee's last school year of employment shall be eligible to participate in this ERIP to the extent of their on-duty FTE. Employees who are on a leave of absence in total as of November 1 of any school year shall not be eligible to participate in this ERIP.

3. Criteria for Eligibility: To be eligible to participate in the ERIP, an employee must meet each of the following criteria to wit:

- a. Years of Service: The employee must have at least fifteen (15) consecutive years of creditable service to the School District.

- b. NPERS Retirement Eligibility: There shall be a period of eligibility, hereinafter referred to as a “window” when the Eligible Employee may elect to participate in this ERIP. The window shall open on the September 1st immediately following the date when the Eligible Employee either (1) has completed thirty-five (35) years of creditable service as that term is defined in Neb. Rev. Stat. § 79-902(5), or (2) is at least fifty-five (55) years of age, has acquired the equivalent of one-half (½) year of service as a public school employee under the retirement system following July 1, 1997, and was a school employee on or after March 4, 1998, and the sum of the member's attained age and creditable service totals eighty-five.
- c. Salary Schedule Placement: To be eligible for participation in this ERIP, the Teacher shall have a placement on the salary schedule in effect for the subject contract year in the MA column step 13, MA+9 column steps 12-14, MA+18 column steps 11-15.

4. ERIP Operative Plan Year: This Early Retirement Incentive Program policy shall be effective and operative only during a school fiscal year designated by the Board of Education by a motion approved by action taken at a regular or special meeting of such Board of Education prior to the August 31<sup>st</sup> occurring immediately prior to the school fiscal year when the program is to be offered and available to eligible employees (hereinafter “ERIP Operative Plan Year”).

5. Application During Period of Eligibility: The employee may apply for participation in this ERIP during an ERIP Operative Plan Year for any of the school fiscal years in effect in the window period, and retire from employment with the School District effective at the end of any of the school years which end during such school fiscal years.

6. Notice of Salary Schedule Placement: On or before December 15 of each school year thereafter, the School District shall provide all Teachers of the School District verification of their salary schedule placement in the Osceola Public School District and all Administrators of their total salary for such school year.

7. 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 staffing needs, financial exigencies, availability of funds, budget, expenses, revenue, and other school finance issues, PROVIDED, that notwithstanding the possible eligibility of an employee for the ERIP, the Board of Education may determine to reject the application of an employee where such employee is assigned to and endorsed in a subject area or field which the Board of Education determines will be difficult to find a qualified replacement and it would not be in the best educative interests of students of the Osceola Public School District for such employee to end his/her employment with the School District.

8. Number of Annual Participants and Tie Breakers: The total number of Eligible Employees who may participate in this ERIP in any one (1) fiscal year shall not exceed two (2) Eligible Employees UNLESS the Board of Education establishes a different number in the motion establishing the ERIP Operative Plan Year. If there is more than two (2) applicants for

participation in the ERIP, the selection of the Eligible Employee(s) allowed to participate in the ERIP shall be based upon the following criteria in descending order:

- a. Highest salary: If two (2) or more individual applications are filed on the same date, then the individual(s) with the highest salary on the Eligible Employee's Salary Schedule (Attachment "A") will be given preference for participation in the ERIP. For purposes of this paragraph, Eligible Employees' salaries will be compared only to other teachers' salaries to fill the Eligible Employees' pool available under this program.
- b. Date of Application: The individual(s) with the date of application first in time will be given preference for participation in the ERIP. Applications will be date stamped by the Superintendent's office.
- c. Tiebreaker: If two (2) or more individuals tie on criteria "a" and "b", the names of those persons who are tied shall be placed in a container and names will be drawn from the container for each opening in the ERIP.
- d. In the event a qualified individual who is in her/her last year of eligibility and his/her "window" will close is "bumped" from participation in the ERIP program under the tie-breaker process in subparagraphs "a" through "c" above, such individual will be granted one (1) additional year to participate in the plan.

### C. ENROLLMENT REQUIREMENTS:

1. 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 as set forth on such Eligible Employee's application and thereby relinquish the employee's actual and existing continuing contract rights in consideration for the benefits outlined in paragraph "D" below.

2. 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 ERIP and the attendant ERIP Application form and Agreement form on or before December 1 of each school year this ERIP is in effect. A copy of said ERIP Application and Agreement as it now exists or as it may from time to time be amended may be obtained from the school office.

If the Eligible Employee participating in this program is re-employed by the School District as an Eligible Employee to a position 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 (3) 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 School District on a per diem basis.

3. Application and Agreement: Any Eligible Employee who attains the minimum eligibility requirements shall be eligible to participate in the ERIP. Each qualified Eligible

Employee who wishes to participate must submit an Application and Agreement form properly executed on or before March 1 of the last school year of employment. An Application and Agreement may be withdrawn by the employee at any time within seven (7) days following the date when it was received by the Superintendent's office. The Superintendent, or his 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.**

4. Terminated Employee's Ineligibility: An 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 employee's contract shall not be canceled or terminated, or the decision of the Board of Education to terminate or cancel is subsequently set aside.

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.

D. BENEFITS:

1. Early Retirement Benefit:

- a. Calculation of Benefits: An Eligible Employee requesting to receive the ERIP shall receive a benefit in an amount equal to the total years of service of the Eligible Employee to the Osceola Public School District times \$500.00, e.g. \_\_\_\_ Total Years of Service x \$500 = \$\_\_\_\_\_ benefit. PROVIDED, HOWEVER, THAT IN NO EVENT SHALL AN ELIGIBLE EMPLOYEE'S BENEFIT EXCEED THE TOTAL SUM OF \$15,000.00.
- b. Payment: The sums to be paid pursuant to paragraph D.1. above shall be payable in three (3) equal installments, the first to be paid on the first September 15 immediately following the Eligible Employee's last day of employment, the second payment to be made on the second September 15 immediately following the Eligible Employee's last day of employment, and the third payment to be made on the third September 15 immediately following the Eligible Employee's last day of employment.
- c. Tax Treatment of Payments: The Employee will be paid all amounts and benefits due under the Early Retirement Incentive Agreement. The Early Retirement Incentive benefit shall be deemed a voluntary Early Retirement Incentive payment. It will be reported as a taxable Early Retirement Incentive payment. Any required state or federal income tax withholdings will be subtracted from each payment to the Employee. It is understood and agreed that their currently exists an issue with the Internal Revenue Service (IRS) as to whether a severance payment paid by an

employer in exchange for the relinquishment of continuing contract and tenure rights by the employee constitutes “wages” paid to the employee for purposes of the payment of FICA taxes; and, as such, whether the employer and employee are liable for payment of FICA taxes on monies paid for total severance of employment. It is therefore understood and agreed that:

- (1) State and federal withholding, FICA, FUTA, including employer and employee share thereof have been, or will be, withheld from or contributed in relation to the severance pay amount set forth above.
- (2) State employees’ retirement will not be withheld from such amounts.
- (3) In the event the School District determines to seek a refund of the Employer and Employee share of the FICA tax payments made on any severance pay amount paid to an Employee under paragraph 5 through the filing of IRS forms 941 and 843, or other applicable forms, process or procedures, the Employee will cooperate to the fullest extent possible in pursuing such refunds as are allowed by law.

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. 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 ERIP.

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

E. 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 Osceola Public School District Early Retirement Incentive Program shall be given at least forty-five (45) days within which to consider the ERIP Application and Agreement. That ERIP Application and Agreement shall alert the employee that the Osceola Public School District Early Retirement Incentive Program is totally voluntary in nature.

2. Waiver and Release of Claims: The ERIP 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 Nebraska Age

Discrimination in Employment Act, 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 ERIP 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 Nebraska Age Discrimination in Employment Act, 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 ERIP, or the Eligible Employee's resignation from such employment.

This waiver and release 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 ERIP 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 ERIP Application and Agreement, including sufficient time to consider the Waiver and Release of Claims and all other matters contained herein.

F. TERM OF PROGRAM:

The Osceola Public School District's ERIP shall be offered only to Eligible Employees as defined herein, and those who timely submit an ERIP Application and Agreement. This ERIP program and policy shall be effective only during a designated ERIP Operative Plan Year, and all benefits provided herein, may be repealed at any time by the Board of Education in its sole and absolute discretion.

**OSCEOLA PUBLIC SCHOOLS  
EARLY RETIREMENT INCENTIVE PROGRAM  
APPLICATION FORM 201\_\_-201\_\_ FISCAL YEAR**

The undersigned, being a current Certificated Employee of the Polk County School District 72-0019, a/k/a Osceola Public School District, Osceola, Nebraska, is desirous of voluntarily participating in the Osceola Public Schools' Early Retirement Incentive Program (ERIP) and is voluntarily resigning from employment under the terms of such ERIP in effect as of the date of this Application.

**1. Applicant:** \_\_\_\_\_ (“Certificated Employee”) \_\_\_\_\_  
\_\_\_\_\_ (address), \_\_\_\_\_ (city), Nebraska.

**2. Date of Application:** This Application is offered and made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**3. Acknowledgments:** The Certificated Employee acknowledges that:

a. Forty-five (45) or more days prior to the Certificated Employee's execution of this Application, the Certificated Employee received (1) the ERIP Policy No. 4270, (2) the separate Application and Agreement forms, and (3) a Memorandum from the Superintendent with regard to the ERIP policy which provided the Certificated Employee with information as to the class, unit, or group of individuals covered by the ERIP program, eligibility factors for such program, time limits applicable to such program; the job titles and ages of all individuals eligible or selected for the program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the program;

b. The Certificated Employee has been advised in writing to consult with an attorney prior to executing this Application and the Agreement form;

c. The Certificated Employee has had forty-five (45) or more days to consider participation in the ERIP and the terms of the ERIP Policy and the Application form and Agreement form;

d. The Certificated Employee understands that the Certificated Employee has the right, for a period of at least seven (7) days following the execution of the ERIP Agreement, to revoke the Agreement, and that the ERIP Agreement does not become effective or enforceable until the revocation period has expired;

e. The Certificated Employee's participation in the ERIP is knowing and voluntary and the Certificated Employee was not coerced in any manner to participate in the ERIP;

f. The Certificated Employee has NOT received written notice of possible cancellation, termination or non-renewal for reasons other than reduction in force

g. The Board of Education of the School District, in its sole and absolute discretion, has reserved 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).

**4. Statement of Eligibility:** The certificated employee hereby affirms that he/she is or will:

a. Employed by the School District (Osceola Public 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 Osceola Public Schools and the Osceola Education Association (hereinafter sometimes referred to as "Eligible Employee" or "Employee" or "Teacher") with a placement on the salary schedule in effect for the subject contract year in MA column step 13, MA+9 column steps 12-14, MA+18 column steps 11-15;

b. A full-time or part-time employee with a full-time equivalency (FTE) of .50 FTE or more;

c. As of September 1, 2015, the Eligible Employee either (1) has completed thirty-five (35) years of creditable service as that term is defined in Neb. Rev. Stat. § 79-902(5), or (2) is at least fifty-five (55) years of age, has acquired the equivalent of one-half (½) year of service as a public school employee under the retirement system following July 1, 1997, and was a school employee on or after March 4, 1998, and the sum of the member's attained age and creditable service totals eighty-five (85); and,

d. As of September 1, 2015, have at least fifteen (15) creditable years of continuous service (regardless of annual FTE) in the School District including their final year of employment.

**5. Acceptance of Benefits:** The Certificated employee hereby acknowledges that in consideration of the Certificated Employee's resignation, and of other covenants and conditions set forth in the Application and Agreement provided by the School District, the Certificated Employee shall accept the early retirement benefits provided in the ERIP.

---

**Certificated Employee**

**STATE OF NEBRASKA**            )  
  )  
**COUNTY OF POLK**             )       **ss.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned notary public, duly commissioned and qualified in the aforesaid county, personally appeared \_\_\_\_\_, personally known to me to be the identical person who signed the above and foregoing Application, and that such person acknowledged the execution of the Application to be the person's voluntary act and deed.

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

**ACCEPTANCE**

The above Early Retirement Incentive Program Application is hereby accepted and approved.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**POLK COUNTY SCHOOL DISTRICT 72-0019, a/k/a  
OSCEOLA PUBLIC SCHOOLS**

**BY:** \_\_\_\_\_  
President or Other Duly Authorized School Official

**OSCEOLA PUBLIC SCHOOLS  
EARLY RETIREMENT INCENTIVE PROGRAM  
AGREEMENT 201\_\_-201\_\_**

This Early Retirement Incentive Program (“ERIP”) Agreement is offered and made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, between Polk County School District 72-0019, a/k/a Osceola Public Schools (“School District”), and \_\_\_\_\_ (“Certificated Employee”) \_\_\_\_\_ (address), \_\_\_\_\_ (city), \_\_\_\_\_ (state).

**WHEREAS**, the School District has established an ERIP under the terms of the ERIP Policy, Policy No. \_\_\_\_\_, for the purpose of encouraging eligible certificated employees who are considering an early leaving decision to accelerate their retirement plans; and,

**WHEREAS**, the Certificated Employee is desirous of voluntarily participating in the ERIP and in voluntarily resigning from employment; and,

**WHEREAS**, the Certificated Employee has completed and submitted to the Board of Education an Application for participation in the ERIP, which application has been accepted by the Board of Education of the Osceola Public School District at a regular or special meeting on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**WHEREAS**, the Certificated Employee acknowledges that:

1. Forty-five (45) or more days prior to the Certificated Employee’s execution of this Agreement, the Certificated Employee received the ERIP Policy and Application form and a Memorandum from the Superintendent, which provided the Certificated Employee with information as to the class, unit, or group of individuals covered by the ERIP program, eligibility factors for such program, time limits applicable to such program; the job titles and ages of all individuals eligible or selected for the program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the program.

2. The Certificated Employee has been advised in writing to consult with an attorney prior to executing this Agreement;

3. The Certificated Employee has had forty-five (45) or more days to consider participation in the ERIP;

4. The Certificated Employee understands that the Certificated Employee has the right, for a period of at least seven (7) days following the execution of the ERIP Agreement, to revoke the Agreement, and that the ERIP Agreement does not become effective or enforceable until the revocation period has expired; and,

5. The Certificated Employee's participation in the ERIP is knowing and voluntary and the Certificated Employee was not coerced in any manner to participate in the ERIP.

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

**1. CERTIFICATED EMPLOYEE'S RESIGNATION:** The Certificated Employee, by signing this Agreement, hereby voluntarily, unconditionally, and irrevocably resigns from the Certificated Employee's employment with the School District effective at the end of the 2014-2015 school year. The Certificated Employee waives any and all notice of action by the Board of Education to accept the resignation and to terminate the Certificated Employee's continuing contract and employment with the School District. The Certificated Employee waives any and all rights the Certificated Employee may have under Neb. Rev. Stat. ' ' 79-824 to 79-839 (the teacher tenure law), or other laws as they now exist or as they may be amended in the future relating to continued employment. The Certificated Employee authorizes the School District to advertise for, and contract with, a replacement certificated employee, if deemed appropriate, for the ensuing 2014-2015 school year. The Certificated Employee authorizes the School District to approve and accept this Agreement immediately upon its submission.

The School District, by approving and signing this Agreement, hereby unconditionally and irrevocably accepts the Certificated Employee's resignation, ending all employment relations between the School District and the Certificated Employee, effective at the end of the 2014-2015 school year.

**2. EARLY RETIREMENT BENEFITS:** In consideration of the Certificated Employee's resignation, and of other covenants and conditions set forth in this Agreement, the Certificated Employee shall receive a benefit under the following terms and conditions:

**a. ERIP Benefit:** The Certificated Employee shall receive a benefit in an amount equal to the total years of service of the Eligible Employee to the Osceola Public School District times \$500.00, e.g. \_\_\_\_ Total Years of Service x \$500 = \$\_\_\_\_\_ benefit. **PROVIDED, HOWEVER, THAT IN NO EVENT SHALL AN ELIGIBLE EMPLOYEE'S BENEFIT EXCEED THE TOTAL SUM OF \$15,000.00.**

**b. Payment of ERIP Benefit:** The ERIP Benefit shall be payable in three (3) equal installments, the first to be paid on the first September 15 immediately following the Eligible Employee's last day of employment, the second payment to be made on the second September 15 immediately following the Eligible Employee's last day of employment, and the third payment to be made on the third September 15 immediately following the Eligible Employee's last day of employment.

**c. Other Benefits:** The Eligible employee shall receive such other compensation and benefits as described in Board of Education Policy or the Negotiated Agreement in effect in the employee's final contract year.

**d. Beneficiary Designation:** The Certificated Employee hereby designates the following named person or persons to be the Certificated Employee’s beneficiary in case of the Certificated Employee’s death.

Name	
Address	
Social Security No.	

Any monies due the Certificated Employee will continue to the beneficiary until the total benefit distribution is paid in full pursuant to the provisions of this Agreement.

**e. Tax Treatment of Payments:** The Employee will be paid all amounts and benefits due under the Early Retirement Incentive Agreement. The Early Retirement Incentive benefit shall be deemed a voluntary Early Retirement Incentive payment. It will be reported as a taxable Early Retirement Incentive payment. Any required state or federal income tax withholdings will be subtracted from each payment to the Employee. It is understood and agreed that there currently exists an issue with the Internal Revenue Service (IRS) as to whether a severance payment paid by an employer in exchange for the relinquishment of continuing contract and tenure rights by the employee constitutes “wages” paid to the employee for purposes of the payment of FICA taxes; and, as such, whether the employer and employee are liable for payment of FICA taxes on monies paid for total severance of employment. It is therefore understood and agreed that:

(1) State and federal withholding, FICA, FUTA, including employer and employee share thereof have been, or will be, withheld from or contributed in relation to the severance pay amount set forth above.

(2) State employees’ retirement will not be withheld from such amounts.

(3) In the event the School District determines to seek a refund of the Employer and Employee share of the FICA tax payments made on any severance pay amount paid to an Employee under paragraph 5 through the filing of IRS forms 941 and 843, or other applicable forms, process or procedures, the Employee will cooperate to the fullest extent possible in pursuing such refunds as are allowed by law.

**3. WAIVER AND RELEASE OF CLAIMS:** The ERIP 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 Nebraska Age Discrimination in Employment Act, 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 ERIP 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:

**a. 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 Nebraska Age Discrimination in Employment Act, 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 ERIP, or the Eligible Employee's resignation from such employment.

**b.** This waiver and release 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 ERIP 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 ERIP Application and Agreement, including sufficient time to consider the Waiver and Release of Claims and all other matters contained herein.

#### **4. LEGAL NOTICES:**

**a. Consult Attorney.** The Certificated Employee is advised to consult with an attorney before entering into the ERIP by signing this Agreement.

**b. Time to Consider.** The Certificated Employee is given a period of at least forty-five (45) days within which to consider the ERIP policy and the Agreement. The Certificated Employee acknowledges that the Certificated Employee has had sufficient time to consider the waiver and release of claims and all other matters contained in this Agreement. In the event the Certificated Employee signs this Agreement prior to the forty-five (45) day time period, the Certificated Employee hereby states and affirms that: (1) the Certificated Employee's decision to accept such shortening of time is knowing and voluntary; (2) the Certificated Employee's decision to

accept such shortening of time was not induced by the School District through fraud or misrepresentation, and (3) the Certificated Employee's decision to accept such shortening of time was not induced by the School District through a threat to withdraw or alter the offer prior to the expiration of the forty-five (45) day time period, or by providing different terms to employees who sign the release prior to the expiration of such time period.

c. Right to Revoke. The Certificated Employee has the right, for a period of seven (7) days following the execution of this Agreement, to revoke this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired.

\_\_\_\_\_  
**Certificated Employee**

**STATE OF NEBRASKA**            )  
  )  
**COUNTY OF POLK**                )        **ss.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned notary public, duly commissioned and qualified in the aforesaid county, personally appeared \_\_\_\_\_, personally known to me to be the identical person who signed the above and foregoing Agreement, and that such person acknowledged the execution of the Agreement to be the person's voluntary act and deed.

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

**ACCEPTANCE**

The above Early Retirement Incentive Program Agreement is hereby accepted and approved.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**POLK COUNTY SCHOOL DISTRICT 72-0019, a/k/a  
OSCEOLA PUBLIC SCHOOLS**

**BY:** \_\_\_\_\_  
President or Other Duly Authorized School Official

**OSCEOLA PUBLIC SCHOOL DISTRICT  
Early Retirement Incentive Program**

**ANNUAL NOTICE OF PROGRAM AND ADEA INFORMATION**

To: All Eligible Certificated Employees

From: Steve Rinehart, Superintendent

Date: \_\_\_\_\_, 201\_

Re: Important Information Concerning the ERIP

(A) **Eligibility Requirements:** The eligibility requirements for participation in the ERIP program are set forth in the policy and application form. Copies of the policy and application form are provided with this memo.

(B) **Enrollment Requirements:** All persons who are eligible and wish to apply for participation in the Osceola Public Schools' ERIP must sign the application and return it to the Superintendent's Office on or before \_\_\_\_\_, 20\_\_\_. Once the signed application is returned to the Superintendent's Office, the employee has seven (7) days to revoke the application. All persons are advised to consult with an attorney before entering into the ERIP or signing the application.

(C) **ADEA Age Information:** The ADEA requires that information be provided on the ages of those eligible and of those not eligible, by position. Attached is a listing of the ages and job titles of certificated employees of the School District who are and are not eligible to participate in the ERIP.

*for the Osceola Public Schools' ERIP.*

Job Title	Age	No. Eligible	No. <b>not</b> Eligible
Certificated Employees	22	___	___
	23	___	___
	24	___	___
	25	___	___
	26	___	___
	27	___	___
	28	___	___
	29	___	___
	30	___	___
	31	___	___
	32	___	___
	33	___	___
	34	___	___
	35	___	___
	36	___	___
	37	___	___
	38	___	___
	39	___	___
	40	___	___
	41	___	___
	42	___	___
	43	___	___
	44	___	___
	45	___	___
	46	___	___
	47	___	___
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	58	___	___
	59	___	___
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	61	___	___
	62	___	___
	63	___	___
	64	___	___
	65	___	___
	66	___	___
	67	___	___
	68	___	___
	69	___	___
	70	___	___

**ACKNOWLEDGMENT OF RECEIPT  
OF DOCUMENTS RELATED TO THE  
OSCEOLA PUBLIC SCHOOLS'  
EARLY RETIREMENT INCENTIVE PROGRAM**

The undersigned hereby acknowledges receipt on \_\_\_\_\_, 20\_\_ of a copy of the following documents:

1. The ERIP policy in effect for the 201\_\_-201\_\_ fiscal year;
2. The Application and Agreement for that ERIP; and
3. A Memorandum from the Superintendent of Schools entitled "Notice of Program and ADEA Information," along with the listing of numbers of ages of eligible and non-eligible employees.

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Certificated Employee

**RESOLUTION**

**BE IT RESOLVED** by the Board of Education of this School District that the Early Retirement Incentive Program Application form and Agreement form of \_\_\_\_\_ (“Certificated Employee”) should be and are hereby approved and accepted, and that the President or any other school official of this School District should be, and is hereby authorized and directed to sign, execute and deliver the same for and on behalf of this School District and to pay or cause to be paid all payments or benefits provided in such Application and Agreement, and that the resignation of the Certificated Employee should be and is hereby accepted, to be effective at the end of the 201\_\_-201\_\_ school year and that such Application and Agreement is on file with official records of this School District and is hereby incorporated herein by this reference as though set forth in full.

The foregoing Resolution having been read in its entirety, Member \_\_\_\_\_ moved for its passage and adoption. Member \_\_\_\_\_ seconded same. After discussion and on roll call vote the following members voted in favor of passage and adoption of the above Resolution:

\_\_\_\_\_  
\_\_\_\_\_.

The following members voted against the same: \_\_\_\_\_

\_\_\_\_\_.

The following members were absent or not voting: \_\_\_\_\_

\_\_\_\_\_.

The above Resolution having been consented to and approved by more than a majority of the members of the Board of Education of this School District was declared as duly passed and adopted, effective immediately, at a duly called and lawfully held meeting of this School District in full compliance with the Nebraska Open Meetings Law.

**DATED** this \_\_\_ day of \_\_\_\_\_, 201\_\_.

**POLK COUNTY SCHOOL DISTRICT 72-0019,  
A/K/A OSCEOLA PUBLIC SCHOOLS**

**BY:** \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Secretary

**RESOLUTION**

**BE IT RESOLVED** by the Board of Education of this School District that the new Early Retirement Incentive Program and Policy, and the Application form and Agreement form therefore, which are attached hereto and incorporated herein by this reference as though set forth in full, should be and are hereby ratified and approved, PROVIDED such program and policy shall become effective and be in effect only during an ERIP Operative Plan Year as determined by the Board of Education by action subsequent to this Resolution.

The foregoing Resolution having been read in its entirety, Member \_\_\_\_\_ moved for its passage and adoption. Member \_\_\_\_\_ seconded same. After discussion and on roll call vote the following members voted in favor of passage and adoption of the above Resolution:

\_\_\_\_\_.

The following members voted against the same: \_\_\_\_\_

\_\_\_\_\_.

The following members were absent or not voting: \_\_\_\_\_

\_\_\_\_\_.

The above Resolution having been consented to and approved by more than a majority of the members of the Board of Education of this School District was declared as duly passed and adopted, with all provisions thereof being effective immediately, at a duly called and lawfully held meeting of this School District in full compliance with the Nebraska Open Meetings Law.

**DATED** this \_\_\_ day of \_\_\_\_\_, 2015.

**POLK COUNTY SCHOOL DISTRICT 72-0019,  
A/K/A OSCEOLA PUBLIC SCHOOLS**

**BY:** \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Secretary