

Board of Education Regular Meeting

Wednesday, January 23, 2019 7:00 PM

Gothenburg Public Schools Discovery Center (Greenhouse Classroom)
1322 Avenue I
Gothenburg, Nebraska 69138

The mission of Gothenburg Public Schools is to prepare all students to become lifelong learners within a positive and innovative learning environment.

Attendance Taken at :

Present Board Members: Other Present:

Seth Ryker

Ellen Mortenson -- Times

Allison Jonas

Jay Holmes

James Widdifield

Tyler Herman

Mary Meisinger

Michael Teahon, Superintendent

Kay Streeter, Business Manager

1. Call to Order & Pledge of Allegiance

2. Approve the Agenda

3. Recognition of Visitors

4. Business Items

4.1. Action Items

4.1.1. Personnel

4.1.1.1. Consider a contract for Superintendent for Mr. Todd Rhodes from July 1, 2019 through June 30, 2021. (Executive Session Possible)

4.1.1.2. Consider applications for Temporary Early Retirement Incentive and accept corresponding resignation(s)

4.1.1.3. Consider resignation of certificated staff.

5. Next Meeting

6. Adjournment

Internal Board Policies - Methods of OperationAgenda Construction and Control

- A. Written meeting agendas will be prepared by the Superintendent of Schools in corroboration with the President of the Board of Education. Any Board member may submit agenda items to be placed on the agenda by the Superintendent and the Board President.
- B. Control of the agenda is the responsibility of the Board President.
- C. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting.
- D. An agenda, kept continuously current, shall be readily available for public inspection at the office of the Superintendent of School of the Gothenburg School District during normal business hours. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The School Board shall have the right to modify the agenda to include items of an emergency nature only by action taken at the public meeting at which the item is to be considered.

Legal Reference: § 84-1411

Date of Adoption: November 13, 2006

Internal Board Policies - Methods of OperationProcedures During Meetings

In the absence of the President and the Vice President of the Board of Education at any meeting, the Board shall choose a President pro tempore. In the absence of the Secretary at any meeting, the Board shall also choose a Secretary pro tempore.

Any action taken on a question or a motion duly moved and seconded shall be by roll call vote of the Board in open session, and the record shall state how each member voted, or if the member was absent or abstained.

The vote to elect the leadership of the Board of Education at the reorganization meeting shall be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

Legal Reference: §79-569
 §79-520
 §84-1413

Date of Adoption: April 14, 2008

Bylaws of the Board - MeetingsRegular Meetings

The Board shall meet in regular session on the second Monday of each calendar month, unless otherwise designated by the president with the approval of the Board. All meetings shall be held in the boardroom at the Gothenburg Schools unless otherwise designated by the president with the approval of the Board. In each odd-numbered year, the January meeting will be held on or after the first Thursday after the first Tuesday.

Legal Reference: §79-554 §79-555 §84-1401

Special Meetings

A special meeting of the Board may be called by the president when in his opinion it is necessary, or upon recommendation of the Superintendent of Schools, or any two (2) Board members. No business shall be transacted at any special meeting, which does not come within the purpose, or purposes set forth in the call for the meeting unless it is of an emergency nature. Special Board sessions may be adjourned to a definite date and time.

Legal Reference: §79-520 §79-554 §79-555 §84-1401

Advance Delivery of Meeting Materials

The Board shall require the Superintendent to prepare an agenda which, with the minutes, shall be mailed or delivered to the Board members on Friday or prior to each regular monthly Board meeting.

Items not placed on the regular agenda may be tabled until the regular meeting on the following month to provide the Board adequate time to research the item in question. All citizens in the district boundary are permitted to place an item on the agenda. Those persons outside the district may place an item on the agenda by permission of the President of the Board or the Superintendent of Schools.

Order of Business

The following shall be the order of business for the regular meetings. The order of business may be changed by consent of all members present.

Meeting call to order, Pledge of Allegiance, Approval/Changes to Agenda, Recognition of Visitors, Business Items (Consent Agenda, Action Items, Policy Review, and Reports), Discussion Items, Time/Date of Next Meeting, Adjournment.

Parliamentary Procedure

The rules of parliamentary procedures as embodied in Robert's Rules of Order shall govern the school Board in its deliberation when the issue in question is not covered by these policies and bylaws.

Minutes

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved. The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours.

Legal Reference: §79-577 §79-555 §§ 84-1408-1414

Voting

Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the Board in open session, and the record shall state how each member voted, or if the member was absent or not voting. The requirement of a roll call or viva voce vote may be satisfied by used of an electronic voting device, which allows the yeas and nays of each member of the board to be readily seen by the public.

Date of Adoption: May 12, 2008

Date of Revision: August 8, 2016

**GOTHENBURG PUBLIC SCHOOLS
TEMPORARY EARLY RETIREMENT INCENTIVE PROGRAM**

A. PURPOSE

The purpose of this program is to encourage eligible Certificated 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 insurance incentives or an equivalent which will assist long-term employees considering early retirement.
2. To reduce costs to the School District by replacing maximum salaried employees with lesser salaried employees.

B. QUALIFICATIONS

1. **Certificated Employees:** To be a participant, a person must be employed by the School District, as of date of acceptance of the person's application, and in the position of a fully certified teacher or administrator.
2. **Full-Time Equivalency:** Certificated Employees may participate in the Temporary Early Retirement Incentive Insurance Program only if their FTE is 1.0.
3. **Minimum Age and Years of Service:** In order for a Certificated Employee to be eligible for this program, the employee must be fifty-five (55) years of age on or before **August 31, 2019** and have completed at least **ten (10) years of credited service** to the Gothenburg Public Schools on or before **July 1, 2019**. Credited service shall mean continuous employment with the School District as a Certificated Employee through the employee's last year of service. Board approved military service, sabbatical and/or approved leave of absence, or other leave required to be granted according to law, shall not be included as credited years of service, but such events shall not disrupt continuous employment for purposes of this paragraph. In determining years of credited service with the School District, part-time employment is equal to full-time employment. Additionally, a one-year service credit shall be granted if more than one-half of a school year has been completed by the employee.

C. ENROLLMENT REQUIREMENTS

1. **Resignation:** Employee participants in the program shall resign their position with the School District at the close of the **2018-19** school year, in consideration for the benefits outlined in paragraph "D" below.
2. **Application and Agreement:** Any employee who attains the minimum eligibility requirements shall be eligible to participate in the incentive program. Each qualified employee who wishes to participate must submit an Application and Agreement form properly executed, which is to be received in the office of the Superintendent before 4:00 p.m. on **January 21st, 2019**. The Board of Education will consider the application and resignation at the board meeting scheduled for February 11th, 2019, or at a Special Meeting advertised and held between January 21st, 2019 and February 11th, 2019.

FAILURE TO SUBMIT THE APPLICATION OR AGREEMENT WITHIN THE TIME FRAME SPECIFIED IN THIS PARAGRAPH MAY RESULT IN THE REJECTION OF SUCH APPLICATION OR AGREEMENT.

3. **Acceptance or Rejection of Application:** The Board of Education of the School District, in its sole and absolute discretion, reserves the right to accept or reject any or all applications based on financial exigencies, availability of funds, budgets, expenses, revenue, and other school finance issues. **The Board of Education for the School District may prorate the benefit if numerous applications are filed.** The employee will be notified in writing if the benefit is to be prorated.

D. BENEFITS

The qualified employee is eligible for one (1) of the following options:

a. two (2) years of single insurance equivalent to single insurance provided to certificated employees employed by the district and approved through the district's negotiated agreement. The insurance will be provided by the district and payment of the insurance will be made directly by the district.

OR

b. two (2) years of monthly contributions to an annuity equivalent to the amount of monthly premiums defined in paragraph "a."

E. WAIVER AND RELEASE OF CLAIMS

1. The district and employee recognize that participation in the Insurance Incentive Program is completely voluntary in nature.

2. **Waiver and Release of Claims:** The Application and Agreement shall also include a specific Waiver and Release of Claims of the participants' rights under the Age Discrimination and Employment Act (ADEA) 29 USC 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, Neb.Rev.Stat. 48-1001 et seq., the Employee Retirement Income Security Act of 1974 (ERISA), 29 USCS 51001 et seq., and all other state and federal constitutions, statutes, and regulations that relate to the validity of the TERIP, and allow the employee to revoke the Application and Agreement at any time within seven (7) days after signing the contract ***if such revocation occurs prior to the start of the meeting in which the documents are to be considered***, and advise the employee to consult with an attorney before signing the Application and Agreement.

F. TERM OF PROGRAM

The School District's Temporary Early Retirement Incentive Program shall be offered only to eligible employees as defined herein, who meet requirements prior to **August 31, 2019** and who timely submit an Application and Agreement. This program and policy, and all benefits provided herein, will be repealed and shall expire and be of no force and effect on, and as of **February 12, 2019**.

While the board reserves the right to do so, it is its intention that this policy not be considered for reinstatement for a period of not less than five (5) years.

**GOTHENBURG PUBLIC SCHOOLS
TEMPORARY EARLY RETIREMENT INCENTIVE PROGRAM
APPLICATION AND AGREEMENT**

NOTE: The Application and Agreement must be submitted to the Superintendent of Schools before 4:00 P.M. on **January 21st, 2019**.

WHEREAS, the Dawson County School District 20, a/k/a/ Gothenburg Public School District (School District), has established a Temporary Early Retirement Incentive Program (TERIP) to be offered for the purpose of encouraging eligible Certificated Employees who are considering an early leave decision to accelerate the retirement plans, and,

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

WHEREAS, the Certificated Employee is or will be fifty-five (55) years of age on or before **August 31, 2019**, and will have completed at least **ten (10) years of credited service to the School District** on or before **July 1, 2019**; and,

WHEREAS, the Certificated Employee acknowledges that the Certificated Employee's participation in the TERIP is voluntary, and that the Certificated Employee was not coerced in any manner to participate in the TERIP sponsored by the School District.

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

1. CERTIFICATED EMPLOYEE RESIGNATION: The Certificated Employee, by signing this Application and Agreement, hereby voluntarily, unconditionally, and irrevocably resigns from the Certificated Employee's teaching position and from all other employment relations with the School District effective at the end of the **2018-19** school year, and further hereby waives any and all notice of action by the board of education of the School District to accept the resignation and to terminate the Certificated Employee's continuing contract and employment with the School District, and waives any and all rights the Certificated Employee may have under Neb.Rev.Stat. 79-8247 to 79-839, or other laws as they now exist or as they may be amended. The Certificated Employee further authorizes the board of education of the School District to advertise for, and contract with, a replacement Certificated Employee, if deemed appropriate, for the **2019-20** school year.

The School District, by approving and signing this Application and 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 **2018-19** school year. The Certificated Employee authorizes the School District to approve and accept this Application and Agreement immediately upon its presentation to the School District by the Certificated Employee.

2. EARLY RETIREMENT BENEFITS

The qualified employee is eligible for either

- a. two (2) years of single insurance equivalent to single insurance provided to certificated employees employed by the district and approved through the district's negotiated agreement. The insurance will be provided by the district and payment of the insurance will be made directly by the district.

OR

- b. two (2) years of monthly contributions to an annuity equivalent to the amount of monthly premiums defined in paragraph "a."

3. WAIVER AND RELEASE OF CLAIMS: By entering into this Agreement, the Certificated Employee hereby waives the Certificated Employee's rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), 29 USC 621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC 1001 et.seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb.Rev.Stat. 48-1001 et. seq., and all other local, state, or federal laws, constitutions, statutes, and regulations, or common law or court decisions that relate to the validity of the TERIIP, this Application and Agreement, or any rights or claims arising thereunder or hereunder. The Certificated Employee further hereby covenants not to sue, and agrees to indemnify and hold the School District harmless from any such claims as set forth herein. This Waiver and Release of Claims does not cover rights or claims arising after the date of the execution of this Application and Agreement.

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

4. REVOCATION AND CANCELLATION OF AGREEMENT: The Certificated Employee and the School District acknowledge that the Certificated Employee may revoke this Application and Agreement, and any waiver, release of claims, covenant not to sue, or indemnification contained herein, and cancel this Application and Agreement, at any time on or before the expiration of seven (7) days following the date when it was received by the office of superintendent, *if such cancellation occurs prior to the start of the meeting in which the contract is to be considered.*

**GOTHENBURG PUBLIC SCHOOLS
TEMPORARY EARLY RETIREMENT INCENTIVE PROGRAM
APPLICATION AND AGREEMENT**

NOTE: This Application and Agreement must be submitted to the Board of Education on or before **January 21st, 2019.**

This temporary Early Retirement Incentive Program (TERIP) Application and Agreement is offered and made this _____ day of _____, _____, between Dawson County School District 20, a/k/a/ Gothenburg Public School District (School District), and _____, (Certificated Employee), whose address is _____ in _____, Nebraska.

EARLY RETIREMENT BENEFITS: In consideration of the Certificated Employee's resignation, and of other covenants and conditions set forth in this Application and Agreement, the Certificated Employee shall receive the following benefits:

1. The Certificated Employee will receive either:
 - a. a single insurance benefits for two years starting in September of 2019, OR
_____signature indicates choice
 - b. two years of monthly contributions to an annuity equivalent to the amount of monthly premiums defined in paragraph "a."
_____signature indicates choice

EMPLOYEE AGREEMENT

On this _____ day of _____, 20____, I, _____ state that I am the certificated employee identified above, that I have read the foregoing Temporary Early Retirement Incentive Program Application and Agreement, know the contents thereof, signed the same as my voluntary act and deed, and submit this Application and Agreement for acceptance by the Board of Education.

Certificated Employee

NOTARY

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____

Notary Public

ACCEPTANCE

Upon the action of the Board of Education approving and ratifying the foregoing Application and Agreement, and the acceptance by the Board of Education of the resignation of the Eligible Employee identified above, the above Temporary Early Retirement Incentive Program Application and Agreement is hereby deemed to have been accepted and approved by the Eligible Employee and the Dawson County School District 24-0020, a/k/a Gothenburg Public School District, and shall be carried into effect by the Administration.

Dated this _____ day of _____, 2019.

Superintendent of Schools