

Board of Education Regular Meeting  
Monday, November 13, 2023 7:30 PM  
Fillmore Central High School  
1410 L Street  
Geneva, NE 68361-1599

1. **Call to Order**
2. **Recognize Open Meetings Laws and location of the poster**
3. **Roll Call**
4. **Declaration of Legal Meeting/Excuse Absences**
  - 4.1. Declaration of Legal Meeting
  - 4.2. Excuse Absences
5. **Public Comment**
6. **Reports from Administration**
7. **Action Items**
  - 7.1. Consent Agenda
    - 7.1.1. Approval of the Minutes of the following board meetings: October 16, 2023, October 18, 2023
    - 7.1.2. Receive, review and accept Finance reports
    - 7.1.3. Review and approve the General Fund Claims
    - 7.1.4. Review and approve the Building Fund Claims
  - 7.2. Discuss and Consider a Master Planning Board Committee
  - 7.3. Discuss, consider, and review the possible purchase of land east of the football field and to authorize Josh Cumpston to negotiate for the Board of Education
8. **Discussion Items**

8.1. Early Retirement

8.2. Staff Negotiations

8.3. Wellness Policy

8.4. Master Planning Schedule

8.5. Review Audit Report

8.6. Board Self Evaluation

8.6.1. Enter Executive Session

8.6.2. Reconvene Regular Meeting

8.7. Superintendent Evaluation

8.7.1. Enter Executive Session

8.7.2. Reconvene Regular Meeting

8.8. Next Meeting: December 11, 2023

9. **Adjourn meeting**

FCPS BOE Meeting November 13, 2023

Principal's Report

Fillmore Central Elementary School

Parent/Teacher conference attendance was at 91%. Teachers contacted parents who did not attend at their scheduled time. Thank you to the high school FCCLA for running childcare (53 kids) at the elementary school during conferences.

Red Ribbon Week was recognized Oct. 23<sup>rd</sup> - 27<sup>th</sup>. Molly Peters and Abel Casey won the poster contest, and their posters are now being displayed at the elementary school.

This year the elementary winter musical will be combined with 5th and 6th grades. The event will be held on Dec. 18<sup>th</sup> in the high school gym.

Upcoming Dates/Events:

Nov. 14	Staff Meeting
Nov. 17	Mid Quarter
Nov. 22-24	No School for Thanksgiving Break
Nov. 27	Elementary Parent Advisory Committee (EPAC) Meeting @ 7:00pm
Dec. 6	Early Dismissal @ 1:05pm for PD

Middle School Principal Report  
Submitted by Lisa Lamb  
FCPS BOE Meeting | November 13, 2023

---

***Parent-Teacher Conferences***

Fillmore Central Middle School Parent-Teacher Conferences were held at Fillmore Central High School on Wednesday, October 18th from 2 p.m. – 8:30 p.m.; with approximately 68 percent of middle school parents attending. Teachers and parents had the opportunity to discuss the academic performance of their student. These discussions play an important role in communicating the successes their student have experienced, as well as, address any areas of concern.

***Red Ribbon Week***

Fillmore Central Middle School students participated in Red Ribbon Week, during the week of October 23 – 27. Students had the opportunity to participate in a poster contest, with many entries submitted. Poster entries were judged and the winning poster was made into a banner to be displayed in the middle school gym. Katrina Froom designed the winning poster. Steve Roemmich, the Fillmore County Sheriff visited our students and provided a quick message of being drug free.

***What's On Your Fork?***

Fillmore Central continues to partner with the Fillmore County Hospital as part of our Wellness Initiative. Each quarter, students learn about a different fruit or vegetable; and are provided an opportunity to sample the different food. On October 27<sup>th</sup>, students and staff learned about the nutritional facts of apples, as well as, participated in the “National Crunch Off”, where they took a bite out an apple all at the same time.

***Winter Athletics***

Winter sports have started at the Middle School with forty-two students participating in their respective sport. Fourteen student athletes are participating in girls’ basketball and 22 student athletes are participating in wrestling (9 girls, 13 boys). Winter sports competitions started on November 6<sup>th</sup>, with the girls’ basketball teams taking on Sutton and the wrestling team was at the York Invite. We look forward to watching the student-athletes compete in their respective sports programs.

***Upcoming Dates***

November 22-24: Thanksgiving Break  
December 6: Early Release  
December 11: 7-12 Winter Concert  
December 18: K-6 Winter Concert  
December 21: Early Dismissal

**November 2023**  
**Mr. Theobald**

### **AD Report**

- I would like to recognize and thank again, Certified Truck and Trailer Repair, Cornerstone Bank and Geneva Gives, as they covered the admission for students to the first two home football playoff games!
- The winter sports season begins on November 13th. Here are the anticipated participation numbers:
  - GBB - 18
  - BBB - 24
  - BW - 22
  - GW - 8
- Fall Athletic Participation for high school: (these #'s include FC only - no E-M, Friend or Heartland Boys Home students).
  - Boys - 51.25% - this is essentially the same percent from a year ago
  - Girls - 43.96% - this is down approximately 4% from a year ago
- I anticipate that Class C will be using the shot clock for basketball games for 24-25. Classes A and B are using it this year, and there are some options for Class C this year. With that being said, we will have to spend a substantial amount of money to get these installed for next year. Approximate cost could be in the \$8-10,000 range for product and installation.

### **Principal Report**

- We had good participation numbers again this year for our fall PT-Conferences. We were right at the 60% mark, and this was consistent from last spring.
- Our annual Veterans's Day Program was held on November 10th.
- Student absenteeism has been really low so far this year. Our academic eligibility list has also been really low. Our students and teachers have been doing a great job. Nice to confirm that there is a correlation between attendance and academic performance.

## November 13, 2023 Board Report

1. Call to Order
2. Recognize Open Meeting Act and Location of Poster
3. Roll Call
4. Declaration of Legal Meeting/Excuse absences
5. Public Comment
6. Reports from Administration

### My Report

BVH – Cleve Reeves and Roger Sloussen presented twice during the Parent Teacher Conferences at the High School on October 18<sup>th</sup>. There were a few people in attendance at each meeting. There were some good questions asked during the meetings.

City Land east of the football field – update

Veterans Day Program Report

Staffing for next year

### Action Items

- 7.1 Consent Agenda
  - 7.1.1 Minutes – the minutes of the October Board meetings are on the Sparq meeting site for your review and approval.
  - 7.1.2 Financial Reports –
  - 7.1.3 General Fund Claims –If you need more information on any claims, contact Lynne or I prior to the board meeting and we will get that for you.
  - 7.1.4 Building Fund-If you have questions, please contact Lynne or I prior to the board meeting and we will get it for you.
- 7.2 Discuss and Consider a Master Planning board committee  
When I spoke with Cleve Reeves of BVH this week he asked if we would be using a committee for this process. He has seen this be effective in other districts.
- 7.3 Discuss, Consider, and Review the possible purchase of land east of the football field and to authorize Josh Cumpston to negotiate for the Board of Education.

8 Discussion Items

8.1 Early Retirement

Policy states that the board will set the number, if any, of early retirement incentives to be offered this year at the December board meeting. Teachers that are eligible will have until February 1<sup>st</sup> to apply for the program.

8.2 Staff Negotiations

EHA has set the insurance increase rates for next year. We are finishing collecting the negotiated agreements of our array for comparisons. We will need to set a finance committee meeting date(s).

8.3 Wellness Policy

This policy was updated recently with all of our other policies. Are there things in this policy that you would like to discuss changing?

8.4 Master Planning Schedule

Cleve has outlined their general timeline and schedule for this process. There are a few things we need to consider as we begin this process.

8.5 Review Audit Report

I have received copies of the audit for you to review.

8.6 Board Self-Evaluation

8.7 Superintendent Evaluation

8.8 Next Meetings – December 11

9 Adjournment

Board of Education Regular Meeting  
Monday, October 16, 2023 7:30 PM Central  
Posting Locations:

Fillmore Central High School  
1410 L Street  
Geneva, NE 68361-1599

- Nebraska Signal

Posted Date: October 11, 2023

Chad Engle: Present  
Shaun Farmer: Present  
Christin Lovegrove: Present  
Whitney Peppard: Present  
Scott Schelkopf: Present  
Adam Wallin: Present

Present: 6.

Note that Farmer was delayed due to attendance at City Council meeting

#### 1. Call to Order

Called to order by Chad Engle at 7:30 PM

#### 2. Recognize Open Meetings Laws and location of the poster

#### 3. Roll Call

#### 4. Declaration of Legal Meeting/Excuse Absences

##### 4.1. Declaration of Legal Meeting

Recommendation that this regular meeting of October 16, 2023 be declared a legal meeting passed with a motion by Adam Wallin and a second by Scott Schelkopf.

Chad Engle: Yea, Shaun Farmer: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea, Adam Wallin: Yea

Yea: 6, Nay: 0

##### 4.2. Excuse Absences

#### 5. Public Comment

#### 6. Reports from Administration

Elementary – Mr. Veleba - Grandparents Day was on Homecoming Friday. Recognition of Mr. Schwarz picking songs and doing a great job preparing the kids. NSCAS testing in Spring 2023 is still embargoed -- individual student information was released but district and state level information is still embargoed.

Middle School – Mrs. Lamb - Gave a summary of student of the months, review of fall sports, and student council.

High School – Mr. Theobald – He was not in attendance (conference volleyball). But discussed moving forward with getting cost estimates for bringing in dirt on north side of football field.

Superintendent – Mr. Cumpston – Reviewed BVH presentations on Wednesday, review of glycol with Rutts and water circulation. Reviewed the land East of the football field. Shaun Farmer spoke up as he attended the meeting this night. The City of Geneva voted to seek an appraisal for the full length of the football field and the city is supposed to contact us when that is done.

NOTE: Farmer arrived during Mr. Veleba's report at 7:33 PM.

## 7. Action Items

### 7.1. Consent Agenda

Recommendation that the board approve the consent agenda as presented passed with a motion by Chad Engle and a second by Whitney Peppard.

Chad Engle: Yea, Shaun Farmer: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea, Adam Wallin: Yea

Yea: 6, Nay: 0

7.1.1. Approval of the Minutes of the following board meetings: September 11, 2023, Tax Request Hearing, Budget Hearing, and September 25, 2023.

7.1.2. Receive, review and accept Finance reports

7.1.3. Review and approve the General Fund Claims

7.1.4. Review and approve the Building Fund Claims

7.2. Discuss, consider and take any necessary action in order to work with BVH on master planning.

Motion to proceed with master plan process with \$19,500 base cost with Mr. Cumpston authorized to sign upon approval from KSB Law Firm to terms passed with a motion by Christin Lovegrove and a second by Chad Engle.

Chad Engle: Yea, Shaun Farmer: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea, Adam Wallin: Yea

Yea: 6, Nay: 0

Cost of \$19,500 to do a master plan. That would include a couple of community meetings, a few drawings, possible \$1,500 additional fees for unforeseen expenses.

7.3. Discuss consider and take any necessary action to purchase a van for the school.

Motion to purchase the 2023 Ford Transit 350 XLT for \$67,800 from Joe's Motor Company passed with a motion by Christin Lovegrove and a second by Adam Wallin.

Chad Engle: Yea, Shaun Farmer: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea, Adam Wallin: Yea

Yea: 6, Nay: 0

Primary use of the van is to supplement aging fleet. 2023 Ford Transit XLT \$67,800 approximately 8700 miles.

## 8. Discussion Items

#### 8.1. Negotiations with teachers

Finance committee will need to set a couple of dates to meet. October 25, 2023 the EHA insurance committee meet to set prices for next year.

#### 8.2. Classified Salaries

Consideration to move classified/principal salaries earlier in the year. 5 levels of classified salaries and locked in at the top level -- need to consider some flexibility there.

#### 8.3. Superintendent Evaluation

Shaun Farmer will collect the evaluations from each board member.

#### 8.4. Next Meeting - November 13th at 7:30pm

#### 9. Adjourn meeting

Recommendation that the board adjourn this regular meeting of October 16, 2023 at 8:13 pm passed with a motion by Adam Wallin and a second by Whitney Peppard.

Chad Engle: Yea, Shaun Farmer: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea, Adam Wallin: Yea

Yea: 6, Nay: 0

Board of Education Regular Meeting  
Wednesday, October 18, 2023 5:00 PM Central  
Posting Locations:

Fillmore Central High School  
1410 L Street  
Geneva, NE 68361-1599

- Nebraska Signal

Posted Date: October 11, 2023

## 1. Call to Order

Called to order by Shaun Farmer at 5:00 PM

## 2. Recognize Open Meetings Laws and location of the poster

## 3. Roll Call

## 4. Declaration of Legal Meeting/Excuse Absences

### 4.1. Declaration of Legal Meeting

Recommendation that this regular meeting of October 18, 2023 be declared a legal meeting passed with a motion by Whitney Peppard and a second by Adam Wallin.

Chad Engle: Yea, Shaun Farmer: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea, Adam Wallin: Yea  
Yea: 6, Nay: 0

### 4.2. Excuse Absences

Recommendation that the Board excuse the absence of member(s) Chad Engle and Scott Schelkopf from this meeting of October 18, 2023 passed with a motion by Christin Lovegrove and a second by Whitney Peppard.

## 5. Discussion Items

### 5.1. Next Meeting: November 13, 2023

5.2. Representatives from BVH Architects will give a report on their findings through the facility audit process. There will be time for questions from the public. Presentations will begin at 5:00p.m. & 6:00p.m. in the High School Library.

BVH Architects presented their findings from the Facility Audit. They gave two presentations, one at 5:00pm and one at 6:00pm. There was time for public questions and comment after each presentation.

## 6. Adjourn meeting

Recommendation that the Board adjourn this special meeting of October 18, 2023 at 6:45 pm passed with a motion by Adam Wallin and a second by Christin Lovegrove.

**GENERAL FUND CLAIMS NOVEMBER 2023**

34 ELECTRIC LLC	SERVICES	737.85
ACTION AUTO SUPPLY	SUPPLIES	13.12
AUTO VALUE/GENEVA	SUPPLIES	2.99
BAILEY, SALLY	EXPENSE REIMBURSEMENT	15.85
BARBUR FLORAL CO	SUPPLIES	52.00
BECKER, SUSAN	EXPENSE REIMBURSEMENT	75.65
BI-VERSAL PEST CONTROL	SERVICES	8,272.00
BRICK ROAD BOUTIQUE	SUPPLIES	480.00
BSN SPORTS LLC	SUPPLIES	656.00
BVH ARCHITECTURE	SERVICES	1,175.00
C & M SUPPLY INC	FUEL	2,133.34
CARQUEST OF GENEVA	SUPPLIES	32.97
CASH WA DISTRIBUTING	SUPPLIES	76.40
CDW GOVERNMENT LLC	SUPPLIES	10,322.61
CENTRAL NEBRASKA REFRIGERATION	SERVICES	323.15
CENTRAL NEBRASKA REHABILITATION SERVICES	SERVICES	123,081.51
CITY OF GENEVA	UTILITIES	2,304.00
COMMERCIAL LIGHTING	SERVICES	580.49
CRAFT SUPPLIES USA	SUPPLIES	16.84
CULLIGAN WATER CONDITIONING	SUPPLIES	77.50
CUMPSTON, JOSH	MILEAGE	265.00
DECKER INC SCHOOL FIX	SUPPLIES	684.17
DIETZE MUSIC HOUSE INC	SUPPLIES	233.00
EAKES OFFICE SOLUTIONS	SUPPLIES	7,960.51
EDUCATIONAL SERVICE UNIT #6	SUPPLIES/SERVICES/REGISTRATION	988.38
EICHELBERGER, JENNY	EXPENSE REIMBURSEMENT	109.41
EMC INSURANCE	SERVICES	21,440.50
FARMERS COOPERATIVE	SUPPLIES	253.18
FCPS FUND	REIMBURSEMENT	462.00
FILLMORE COUNTY HOSPITAL	SERVICES	8,224.66
FRIESEN FORD	SUPPLIES	47.27
GENEVA BUILDING SUPPLY	SUPPLIES	225.74
GENEVA HOME CENTER	SUPPLIES	465.67
GENEVA SUPER FOODS	SUPPLIES	890.74
GENEVA TIRE PROS	SERVICES	1,406.05
GENEVA WELDING & SUPPLY INC	SUPPLIES	224.87
GLOBAL MUSIC RIGHTS, LLC	SERVICES	138.50
HEARTLAND COMMUNICATIONS	SERVICES	135.00
HOMEDEPOT PRO, THE	SUPPLIES	658.56
HOMETOWN LEASING	COPIER LEASE	3,104.76
JJ BERNIKLAU ED SOLUTIONS TEAM	SERVICES	181,987.34
JW PEPPER & SON INC	SUPPLIES	263.99
KARCHER, JONI	EXPENSE REIMBURSEMENT	11.54
KELCH PLUMBING, HEATING & REFR	SERVICES	110.80
KELVIN LP	SUPPLIES	397.87
KSB SCHOOL LAW	SERVICES	350.00
LAMB, LISA	EXPENSE REIMBURSEMENT	254.46
LEE ENTERPRISES ADVERTISING	ADVERTISING	59.95
LONE TREE FOODS	SUPPLIES	334.00
LP HVAC LLC	SERVICES	606.42
MASTERCARD CENTER	SUPPLIES/LODGING	3,438.63
MEYER, JODI	EXPENSE REIMBURSEMENT	14.76
MID-AMERICAN RESEARCH CHEMICAL	SUPPLIES	5,291.55
NASB	REGISTRATIONS	361.00
NASCO EDUCATION	SUPPLIES	1,833.99
NEBRASKA COUNCIL SCHOOL ADMIN	REGISTRATIONS	1,935.00

NEBRASKA FIRE SPRINKLER CORP	INSPECTIONS	748.00
NEBRASKA SIGNAL	ADVERTISING	65.93
NEBRASKA PUBLIC POWER DISTRICT	UTILITIES	27,585.74
NICKS FARM STORE	SUPPLIES/SERVICES	27.37
OLIVA AUDIO VISUAL REPAIR	SERVICES	375.00
PLANK ROAD PUBLISHING INC	SUPPLIES	45.30
POWER OF ICU	SUPPLIES	2,099.00
POYDS DANCE COMPANY LLC	SERVICES	800.00
PRECISION SIGNS & GRAPHICS LLC	SUPPLIES	287.00
PRESTWICK HOUSE INC	TEXTBOOKS	199.76
PULLIAM PLUMBING INC	SERVICES	3,279.00
QUADIENT FINANCE USA INC	POSTAGE	1,438.50
SCHEELE, TIFFANY	EXPENSE REIMBURSEMENT	18.86
SCHELKOPF, DOREEN	EXPENSE REIMBURSEMENT	49.00
SCHOLASTIC MAGAZINES	PERIODICALS	263.57
SCHOOL NURSE SUPPLY INC.	SUPPLIES	296.81
SCHOOL SPECIALTY LLC	SUPPLIES	147.36
SCHOOLMATE	SUPPLIES	549.40
SCHWARZ, JEFF	EXPENSE REIMBURSEMENT	164.00
SERVICE PRESS-HENDERSON NEWS	SUPPLIES	695.41
SMOKIN REEFER BBQ & CATERING	SERVICES	774.00
SOUTHERN NEBRASKA CONFERENCE	DUES	750.00
STAPLES BUSINESS ADVANTAGE	SUPPLIES	320.34
STEIDER, HAILEY	EXPENSE REIMBURSEMENT	19.80
TAYLOR LAWN SPRINKLERS LLC	SERVICES	500.00
THEOBALD, RYUN	MILEAGE	752.50
TIME MANAGEMENT SYSTEMS INC	SERVICES	204.00
TOBIAS, MATT	EXPENSE REIMBURSEMENT	22.55
UNITE PRIVATE NETWORKS LLC	SERVICES	1,270.50
UNITED ART & EDUCATION	SUPPLIES	137.97
US BANK VISA	SUPPLIES/MEALS	289.96
VELEBA, AARON	EXPENSE REIMBURSEMENT	30.00
VERIZON WIRELESS	CELL PHONE	193.65
VICTORY TOO LLC	SUPPLIES	50.00
VILLAGE OF FAIRMONT	UTILITIES	3,862.97
WALMART	SUPPLIES	545.42
WASTE CONNECTIONS OF NEBRASKA	UTILITIES	1,717.74
YORK MEDICAL CLINIC PC	SERVICES	140.00
	<b>Fund Total:</b>	<b>446,314.95</b>

## Early Retirement Incentive Program

The Early Retirement Incentive Program described in the following pages will remain intact from year to year. The board has the right to set the number of applications that it shall grant incentive payments to each year, and shall do so at the December Board Meeting. If the board fails to take action at the December meeting, then the number of applications that shall be granted incentive payments shall be zero.

Policy Adopted: 12-12-2005

Policy Reviewed: 2-13-06, 5-14-12

Policy Revised: 7-15-19, 12-13-21

### A. Purpose

The purpose of the Retirement Incentive Program is to offer a financial incentive program which will assist long-term, certificated employees who are considering early retirement to reduce costs to the school district by replacing maximum salaried employees with lesser salaried employees; and providing a balance of employee experience.

### B Qualifications

1. To participate, a person must be a teacher or principal certificated by the Nebraska Department Education and employed by the School District in a capacity which requires such certification.
2. Certificated employees, whether full-time or part-time, may participate in the program.
3. To be eligible for this program, a certificated employee must: (a) be at least 58 years of age on or before May 31st after the school year of application (i.e. May 31, 2019 of the 2018-2019 school year). (b) have completed 15 total years of continuous, credited service in the employment of the School District, or will have upon the completion of the school year of application, (c) be within the first 5 years of eligibility based on the age and years of service requirements<sup>1</sup>, and (d) meet any other criteria established by the board of education at the regular December meeting (such as department or building eligibility). Credited service shall be defined as continuous employment with the school district as a certificated employee through the employee's last year of service in an employment position that requires a certificate from the Nebraska Department of Education. Board-approved leave for military service, for a sabbatical or for a leave of absence, or any leave required to be granted according to law, shall not be included as credited years of service. In determining years of credited service with the district for the purpose of meeting the eligibility requirement of 15 total years of service, less than full-time employment would reduce the employee's full-time equivalent employment for a school year. For example, an employee employed on a half-time (.5 FTE) basis would be credited with half a year (.5) of full-time equivalent employment.

<sup>1</sup>The "eligibility window" requirement was added by the board of education at its meeting in July 2019. Teachers are employed by the school district as the date of this amendment, who are at least 58 years of age on or before May 31, 2019 and who have 15 years of continuous, credited service (or will have upon the completion of the 2018-19 school year) shall be eligible to apply for the Program until February 1, 2024.

### **C. Enrollment Requirements**

1. Participants in the program must resign their position with the school district effective at the close of the school year in consideration for benefits outlined in paragraph D below.
2. An applicant must submit a signed application and agreement to the board of education on or before **February 1st** of the employee's last intended school year of employment. The superintendent shall review the employee's record to determine whether the employee is eligible for the program. The Board will notify the applicant on or before **February 20th** of its action on his or her application.
3. An employee who has received written notice of possible contract termination or cancellation shall not be eligible to participate in this program unless (1) the notice of termination or cancellation is withdrawn by the administration or (2), after a hearing before the board of education, the board determines that said employee's employment would not be canceled or terminated.

### **D. Benefits**

1. The benefit to be paid to an employee who has been approved for the retirement incentive program shall be based on the employee's salary during the last contract year. Contract salary refers to salary paid from the salary schedule. It does not include salary payments for extra duties or fringe benefits.
2. The benefit to be paid under this program shall be an amount based on the certificated employee's contract salary for the last year of service, multiplied by the number of years of credited service, multiplied by 1.75%, but not to exceed \$30,000.
3. The employee will also be paid \$40 a day for any unused sick leave. This is in addition to the formula amount figured in step 2.
4. The benefit shall be paid to the employee in two (2) equal payments on September 20 and January 20 of the following school year.
5. The school district will pay the entire cost of the plan.
6. The plan shall be administered by the board of education by and through the administration of the school district.
7. In order for the application to be considered complete, a beneficiary must be designated.
8. Early retirement pay has been determined to be taxable income for state and federal income tax purposes, and the social security percentage and any other required state or federal withholdings will be subtracted from each payment.
9. A separating employee will have the opportunity to continue health insurance benefits as may be permitted by the provisions of the Comprehensive Omnibus Budget Reconciliation Act (COBRA). The employee shall be responsible for any payments required to participate in the COBRA program.

### **E. Administration**

1. The benefits to be paid to an applicant for early retirement shall be based on the salary schedule in effect during the employee's last year of service, as set forth in the negotiated agreement between the Fillmore Central Education Association and the school district.
2. An employee who elects to participate in the Retirement Incentive Program, and the school district (through its Board of Education), shall execute the Application and Agreement, Exhibit "A" attached hereto. That Application and Agreement shall inform the employee that the Fillmore Central Public School Retirement Incentive Program is totally voluntary in nature, and provides each employee

at least 21 days to consider the ramifications of participation in the Program before making a decision. 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 sc 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, NEB.REV.STAT sc 48-1001 et seq., the Employment Separation Income Security Act of 1974 (ERISA), 29 USC sc 1001 et seq., and all other state and federal constitutions, statutes and regulations that relate to the validity of the Program, and allows the employee to revoke the Release or Waiver at any time within seven (7) days after signing the contract, and advises the employee to consult with an attorney before signing the Application and Agreement.

3. An employee who submits an application for early separation may withdraw the application within 7 days after submitting it, but not afterward without the written consent of the board of education. Each application will be reviewed on an individual basis. The board shall, in its sole discretion, determine the number of applications to be approved in any given year. If the board receives more applications for voluntary separation than it approves, the Board shall approve the applications on the basis of seniority of the applicants, with the most senior applicants receiving approval in preference to the less senior applicants.

4. An employee's application for early retirement is in itself not a resignation of a contract with the school district. However, the Board's approval of an employee's application for early retirement will be considered a voluntary resignation and termination of the employee's continuing contract. Should the Board not approve an employee's application, the employee's contract will continue in effect, and the employee will remain an employee of the School District unless he or she otherwise resigns or the employee's contract is terminated for just cause.

## **Exhibit A**

### **EARLY RETIREMENT INCENTIVE PROGRAM APPLICATION AND AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Fillmore Central Public Schools (school district) and \_\_\_\_\_(Teacher).

#### **Recitals**

1. The School District has established an Early Retirement Incentive Program (hereinafter referred to as the "Program") for the purpose of rewarding eligible certificated employees who are considering early separation or retirement in their employment plans;
2. Teacher desires to participate voluntarily in the Program;
3. Teacher has completed at least 15 consecutive years of credited service in the employment of the School District or will have upon the completion of the school year of application;
4. Teacher is now 58 years of age or older or will be prior to May 31st after the school year of application (i.e. May 31, 2019 of the 2018-19 school year); and
5. Teacher is in the first five years of the Program eligibility or its otherwise authorized by policy to apply for the Program until February 1, 2024.

#### **TERMS OF AGREEMENT**

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

1. **INCORPORATION OF BOARD POLICY:** This Agreement is made pursuant to the Early Retirement Incentive Program Policy of the Board of Education. The provisions of that policy existing at the time this Agreement is signed are incorporated by this reference and made a part of this Agreement.
2. **TEACHER RESIGNATION:** Subject only to the Board of Education's approval of the Teacher's application to participate in the Program, the Teacher voluntarily, unconditionally, and irrevocably (1) resigns his/her teaching position with the School District effective at the end of the current school year; (2) waives any and all further notice or action by the Board of Education to terminate the Teacher's continuing contract; and (3) waives any and all rights the Teacher may have under NEB. REV. STAT. 79-824 to 842, as those statutes now exist or as they may be amended. The Teacher further authorizes the Board of Education to advertise for and contract with a replacement certificated employee for the Teacher's position for the next school year. Approval of this Agreement by the Board of Education shall constitute an acceptance of the Teacher's resignation. The Teacher agrees that he/she may not be eligible for part-time or full-time employment at the School District if the Board approves Teacher's application to participate in the Program. While the School District may decide to employ the Teacher in some capacity after retirement (i.e. substitute teacher), the teacher agrees that the School District has no obligation to rehire the Teacher in any capacity at the School District. NOTE: Returning to work anywhere that participates in the Nebraska Public Employees' Retirement System (NPERS) within 180 days of your retirement may impact your ability to receive payments through NPERS. Please contact NPERS for further information.
3. **BENEFITS:** In consideration for the Teacher's resignation set forth in paragraph 2 above, the Teacher shall receive the following benefits:

(a) TOTAL AMOUNT OF BENEFITS: The Teacher shall be paid the following sum:

(1) Salary times years of services times .0175, but not to exceed \$30,000:

\$ \_\_\_\_\_(Salary)x \_\_\_\_\_(years)x0.0175 = A (\$ \_\_\_\_\_)

(2) Unused sick days times \$40

\_\_\_\_\_ (sick days)x \$40 = B(\$ \_\_\_\_\_)

(3) Total Amount \$ \_\_\_\_\_

(b) PAYMENT OF BENEFITS: The benefits to be paid to the Teacher shall be paid in two equal installments. The School District shall pay the first installment in September of the calendar year in which the Teacher resigns, and shall pay an installment in January of the following calendar year.

4. BENEFICIARY DESIGNATION: In the event of the Teacher’s death after effective date of resignation, any sum of money otherwise due to the Teacher under the terms of this Agreement will be paid to the following designated beneficiary pursuant to the provisions of this Agreement

Beneficiary: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

5. TAX CONSEQUENCES: Payments provided for under the Program have been determined to be taxable income for state and federal income tax purposes, will be treated as such, and will be reported as taxable retirement pay. The social security percentage and any other required state and federal withholdings will be subtracted from each payment to the participant in the Program.

6. TEACHER’S VOLUNTARY ACT. The Teacher acknowledges that he/she has had twenty-one (21) or more days to consider the ramifications of the participation in the Program or hereby waives the same; that his/her participation in the Program is voluntary; and that he/she was not coerced in any manner to participate in the Program. The teacher acknowledges having been advised in writing by this Agreement to consult an attorney regarding his/her participation in the Program and execution of this Agreement.

7. WAIVER AND RELEASE OF CLAIMS: In consideration of the promises and payments specified in this Agreement, teacher releases the School District and its officers, board members, administrators, employees, agents, representatives, successors, and assigns from all claims, demands, and actions, past or present, known or unknown, arising out of and/or related in any way, either directly or indirectly, to his or her employment with the School District, the termination of his or her employment, and /or any actions or occurrences taking place up to and including the date of execution of this Agreement, including but not limited to claims or rights under the Nebraska Wage Payment and Collection Act, Title VII of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Civil Rights Act of 1866 and 1871, or any other Civil Rights Acts as amended, claims or rights under 42 U.S.C. § 1988, the Americans with Disabilities Act, § 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, the Nebraska Act Prohibiting Unjust Discrimination Because of Age, all claims or rights relating to discrimination on the basis of age, race, color, religion, sex, disability, handicap, or national origin before the federal Equal Employment Opportunity Commission, the Nebraska Equal Opportunity Commission, and any state or federal court under any state or federal constitution, law, rule, or regulation, or claims or rights of whatever nature arising under any other

state, federal, or local constitution, executive order, statute, regulation, or ordinance arising from his or her employment or contractual relations with the School District or his or her resignation of employment. Teacher represents that no claims have now been filed against the School District. Teacher acknowledges that nothing in this agreement prohibits Employee from filing a Complaint with the Equal Employment Opportunity Commission or any other similar state agency, the Occupational Safety and Health Administration, the Secretary of Labor or otherwise participating in matters pending before those agencies. However, in the event Teacher files such a charge or complaint, he or she shall be entitled to no relief, no reinstatement, no remuneration, no damages, no back pay, no front pay and no compensation whatsoever from the School District as a result of such charge or complaint, since Teacher has released and extinguished any right to such relief under this agreement. Teacher also releases all contract, tort, and common law claims, and claims for attorney's fees, costs and expenses. Teacher covenants not to institute any complaints or proceedings against the School District or any of the above-mentioned persons in the future with respect to any of the claims, demands, causes of action, or rights hereby released.

The teacher understands and acknowledges that, by giving up claims against the School District, he/she also gives up any claims that he/she may have against its predecessors, successors, subsidiaries, and affiliates, and any and all officers, directors, employees, and agents of the School District arising out of any actions, conduct, decisions, behavior, omissions, or events occurring up to the date hereof. Such waiver and release of claims does not cover rights or claims arising after the date of the execution of this contract. This Waiver and Release is given in exchange for consideration in addition to what the Teacher is already entitled to receive from the School District. The Teacher acknowledges having been advised in writing to consult with an attorney before signing this Voluntary Early Retirement Incentive Program Agreement. The teacher further acknowledges having had sufficient time to decide whether or not to execute this Agreement, including the Waiver and Release of Claims.

8. REVOCATION AND CANCELLATION OF AGREEMENT: The Teacher may revoke this Agreement for a period of seven (7) days following its execution. In order to revoke the Agreement, the Teacher must submit a written statement to the Superintendent indicating that he/she is exercising his/her right to cancel the Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired.

(The Next Page is the Jurat and Signature Page)



## **5052 School Wellness Policy**

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.\*

### **1. Goals for Nutrition Promotion and Education**

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

### **2. Goals for Physical Activity**

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

**3. Goals for Other School-Based Activities Designed to Promote Student Wellness**

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

**4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day**

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
  - i. USDA National School Lunch and School Breakfast nutrition standards

- ii. USDA Smart Snacks in School nutrition standards.
- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

## **5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day**

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

## **6. Food and Beverage Marketing**

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

## **7. Public Participation**

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

**8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)**

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
  - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
  - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
  - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
  - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

**9. Triennial Assessment**

The school board shall assess and review this policy at least every three years

to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

## **10. Public Notice**

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

## **11. Recordkeeping**

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

## **12. Operational Responsibility**

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) found at <https://api.healthiergeneration.org/resource/2>.

Adopted on: August 1, 2023  
Revised on:  
Reviewed on: