

**Memorandum of Understanding  
For the 2015-2018 Contract Years**

**Early Leaving Incentive Program  
Douglas County School District No. 0001  
And  
Omaha Education Association**

Full-time certificated employees, upon written application and approval of the Superintendent of Schools and the Board of Education may participate in the Early Leaving Incentive Program. The program will be analyzed and evaluated annually for possible modifications or termination. Modifications or termination shall not affect employees previously participating in the program.

1. Purpose

The major purpose of this program is to provide eligible certificated employees a voluntary early retirement incentive plan that is in coordination with the Omaha School Employees' Retirement System and that provides supplemental retirement income as a bridge between early retirement from the Omaha Public Schools ("the District") and the age when the retiring employee is eligible to receive benefits under Title II of the Social Security Act (age 62). The objectives of the program include, but are not limited to, the following:

- a. To offer financial incentives which will assist long-term employees considering early retirement or early-leaving decisions.
- b. To reduce costs by replacing maximum salary employees with lesser salary employees.
- c. To reduce or eliminate the possibility of teacher layoffs.
- d. To provide a better balance of employee experience.

2. Program Eligibility Requirements and Provisions

- a. Applications must be made in writing on the appropriate form provided by the School District no earlier than September 1 and no later than December 1 of the school year prior to the school year in which the certificated employee wishes to discontinue full-time employment.
- b. Applications shall be processed in the order in which they are received up to a yearly expenditure of \$400,000. Upon surpassing the yearly expenditure of \$400,000, no further applications will be processed for that year.
- c. The certificated employee must have at least eighteen (18) creditable years of service (as defined under the District's Policies and Regulations) as a full-time employee in the District and attained at least age fifty-five (55) as of the separation date (July 31). Certificated twelve-month employees hired prior to August 1, 2006, and who have an

August birth date may be eligible as of the separation date (July 31) directly before attaining age fifty-five (55).

- d. Certificated employees participating in the program relinquish all tenure, contract or other employment rights with the District.
- e. Certificated employees receiving long-term disability benefits are not eligible to participate in this program.
- f. A certificated employee is not eligible to participate in the program if his or her employment is terminated by the District pursuant to Nebraska law for any reason other than a reduction in force.
- g. A certificated employee's entrance into the program must coincide with the beginning of the next school year.
- h. A certificated employee electing to participate in the program may have the option to continue participation in the hospitalization, surgical, and major medical and life insurance programs of the School District, however, the premiums shall be paid by the employee.
- i. Payment of benefits shall be monthly.

### 3. Benefits

The monthly supplemental retirement benefit to be received by a certificated employee who participates in the program shall be equal to the lesser of: (i) the monthly Social Security retirement benefit that will be payable to the certificated employee at age 62 (as determined by the School District as of the employee's August 31 separation date), or (ii) 25 percent of the certificated employee's scheduled monthly salary\* in the certificated employee's last full year of employment. The maximum benefit received by a bargaining unit member shall be limited to \$100,000. Payment of the monthly retirement benefit shall begin in September of the fiscal year following the employee's separation date and continue until the month that the certificated employee attains age 62 or the month of the employee's death, if earlier. The payment of the monthly benefit is conditioned upon the certificated employee providing such information and documentation as the School District may require for the administration of this program, including all information needed to determine the certificated employee's monthly Social Security retirement benefits beginning at age 62.

\*Excludes long service increments and payments for co-curricular/activity supervision.

### 4. Miscellaneous


- a. Upon written notification by the Board of Education of Douglas County School District No. 0001, the Omaha Education Association and the Board of Education will re-open the Master Agreement and enter into negotiations to discuss any conflicts with the terms and


conditions of this agreement caused by any decision of a court that has jurisdiction over Omaha Public Schools and its employees.

- b. The form will be located on the District's Website, under Departments, General Finance and Administrative Services, Compensation and Benefits. If due to unforeseen circumstances, the form's location is changed on the District's Website, the District agrees to notify the Omaha Education Association.

by:  June 2, 2015  
Megan Neiles-Brasch, Chief Negotiator  
School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska  
Date

by:  June 2, 2015  
Lou Ann Goding, President  
School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska  
Date

by:  June 2, 2015  
Michele Settlemyer, Chief Negotiator  
Omaha Education Association  
Date

by:  June 2, 2015  
Chris Proulx, President  
Omaha Education Association  
Date