

**WEST PLATTE R-II SCHOOL DISTRICT  
2012-2013 EARLY SEPARATION INCENTIVE PLAN (ESIP)**

For the 2012-2013 school year only, the following incentive plan will be available to certified employees who meet the specified criteria and therefore are considered eligible.

**Purpose of the Plan**

The Early Separation Incentive Plan is designed to:

1. Provide a financial incentive to those who elect early separation from the West Platte R-II School District (“District”); and
2. Provide notice to the District to allow time to restructure staff for the 2013-2014 school year.

**Eligibility Criteria**

1. To participate in the Early Separation Incentive Plan, the employee must:
  - a) Be a certificated employee (hereinafter “employee” or “teacher”) of the District; and
  - b) Be eligible for retirement under the Public School Retirement System (PSRS) no later than July 1, 2013.
  - c) Have completed at least ten (10) years of continuous creditable service with the West Platte R-II School District as of June 30, 2013.
2. Period of Eligibility
  - a) The period of eligibility for this plan runs from date of the adoption of this policy by the Board of Education to February 13, 2013.
  - b) It is the sole responsibility of the eligible, certificated employee to notify the District that the employee is eligible and wishes to participate in the Early Separation Incentive Plan.
3. District Service
  - a) An eligible employee must have been employed for ten years of continuous and creditable service in the District as of June 30, 2013.
  - b) For purposes of this policy, creditable service shall be defined as service for which the employee received service credit under the Missouri Public School Retirement System (PSRS).

- c) For purposes of this policy, continuous service shall be defined as all consecutive, full-time contracted service pursuant to a certified contract.

### **Notice of Intent**

To participate in the Early Separation Incentive Plan, the employee must file written Notice of Intent with the Superintendent's Office no later than 4:00 p.m. on February 13, 2013. The Notice of Intent shall contain a provision that the employee and District mutually agree that the employee elects early separation by resignation from employment as a teacher in the District, effective at the end 2012-2013 school year. Forms may be obtained from the Superintendent's Office. The Separation Agreement must be returned to the Superintendent's office no later than February 20, 2013. Each employee is solely and entirely responsible for determining whether he or she may be eligible to participate in this Plan and for submitting the required documents in accordance with the timelines established herein.

### **Early Separation Benefit**

The School District will pay employee an incentive amount of fifty percent (50%) of the employee's 2012-2013 school year regular salary, as provided in the employee's regular duty contract which shall not include any compensation for extra duties, extended duty days or stipends, or any amount the District paid to PSRS or other benefits as a percentage of that salary. The incentive will be paid as follows: (1) a lump sum in July 2013, or (2) a lump sum in January 2014, or (3) one-half paid in July 2013 and one-half paid in January 2014. The exact date of the payment shall be established by the Board of Education in its judgment and at its sole discretion after considering the preference of the employee and the best interests of the School District.

### **Final Contract**

Final contract shall mean the contract for employment with the District for the school year during which the employee elects to participate in the ESIP.

### **Failure to Complete the Final Contract**

Failure to complete the final contract for reasons other than approved sick leave of the employee will result in the loss of Early Separation Incentive Benefits, except as may otherwise be required by law.

### **Buy Back Option**

Employees may become eligible for the separation incentive plan through buying back PSRS service only if a buy back occurs and is completed by February 13, 2013.

### **Separation Agreement**

In return for the financial incentive provided under this policy, the employee shall enter into a Separation Agreement with the District, releasing the District and its directors, officers, agents, and employees, and their attorneys, from any and all claims or other causes of action the employee may have against them. The Separation Agreement must be returned to the Superintendent's office no later than 4:00 p.m. on February 20, 2013.

### **Withdrawal of Notice**

Once the employee has submitted his/her Notice of Intent to elect early separation, the employee will not be permitted to withdraw such notice unless such withdrawal is in accordance with the terms of the Separation Agreement or such withdrawal is approved by the Board of Education.

### **Advice of Counsel**

Participants in the Early Separation Incentive Plan should seek advice of counsel prior to signing the Separation Agreement. It is the employee's responsibility to obtain such advice in sufficient time to submit all applications and forms, as well as the signed Separation Agreement, in accordance with the deadlines established under this Plan. The School District makes no representations to employee regarding retirement benefits or taxes associated with this plan or benefit.