

AGENDA

School District #145 - Waverly Public Schools

1. OPENING OF THE MEETING

1. Call to Order

2. Open Meetings Act

3. Publication of Meeting

4. Roll Call

5. Pledge of Allegiance

2. APPROVAL OF AGENDA

1. Approve Agenda

2. Approval of the agenda for the meeting Passed with a motion by Board Member #1 and a second by Board Member #2.

3.

3. Action Items

1. Discuss, consider and take action to approve the resignation of, and resignation agreement with Nicki Markut.

2. Approve that the resignation of Nicki Markut be accepted and her resignation agreement be approved, and that the President or Secretary, or any other Official of this School District are hereby authorized to sign and put the provisions of the agreement into effect. Passed with a motion by Board Member #1 and a second by Board Member #2.

3.

4. Convene Closed Session

1. Convene Closed Session

1. Restate Closed Session Reason

5. Reconvene to Open Session

1. Reconvene Open Session

2. To reconvene in open session Passed with a motion by Board Member #1 and a second by Board Member #2.

3.

6. Adjournment

Meeting Notice

Notice of Special Board Meeting
School District 145 (aka Waverly Public Schools)

The School District 145-Waverly Board of Education will convene in special session at 6:00 P.M. on Wednesday, March 20th, 2019 in the Central Office Board Room, 14511 Heywood Street, Waverly, Nebraska.

The agenda for this meeting, which shall be kept continually current, shall be readily available for public inspection at the School District 145-Waverly Central Office, located at 14511 Heywood Street, Waverly, Nebraska.

Posted this 15th day of March, 2019.

A handwritten signature in black ink, appearing to read "Cory Worrell". The signature is fluid and cursive, with the first name "Cory" being more prominent than the last name "Worrell".

Cory Worrell
Superintendent

RESIGNATION AGREEMENT

THIS AGREEMENT is entered into by and between Nicki Markut (hereinafter referred to as "Markut") and Lancaster County School District 0145, a/k/a School District 145 Waverly (hereinafter referred to as "School District").

WHEREAS, the parties wish to execute a Resignation Agreement constituting a full and complete settlement of all questions regarding the ending of Markut's employment relationship with the School District;

NOW, THEREFORE, in consideration of the agreements contained herein, Markut and the School District agree as follows:

1. **Resignation.** Markut hereby voluntarily, unconditionally and irrevocably resigns from all employment relations with the School District effective at the end of the 2018-2019 contract year. Markut shall sign the letter of resignation attached as Exhibit "A." The School District hereby unconditionally and irrevocably accepts Markut's resignation.

2. **Severance Benefit.** Markut shall be on unpaid leave through the effective date of resignation. Her health, life and long term disability insurance premiums shall be paid by the School District in accordance with the negotiated agreement between the School District and the Waverly Education Association through August 2019.

Other than as stated in this paragraph, Markut agrees that she has received all other salary, benefits, compensation, and other payments owed by the School District and that she shall not receive or be entitled to any other salary, benefits, unused leave payments, or other payments or benefits of any kind or nature as a result of her employment or the ending of her employment with the School District. She shall not be eligible for the sick bank.

3. **Property.** Markut shall not retain any school property, including but not limited to, school keys or other access device, school badge, school electronic devices, and student records. Markut shall return any school property she may have in her possession or control on or before March 30, 2019. Markut shall remove all of her personal property from the School District's premises on or before March 30, 2019.

4. **Full and Complete Release.**

A. **Release of School District.** Markut hereby releases the School District, all past, present, and future members of the Board of Education, and all officers, agents, and employees of the School District, in their official and individual capacities. This is a full and complete release from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees under 42 U.S.C. §1988 or other authority, with respect to, arising out of, or in relation to Markut's employment with the School District and Markut's resignation from such employment including, but not limited to, claims or rights:

1. under the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA) (29 U.S.C. §621 et seq.), and the Nebraska Age Discrimination in Employment Act (Neb. Rev. Stat. §48-1001 et seq.);

Nicki Markut *NM*

2. under the Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C. §1001 et seq.)
3. under Title VI (42 U.S.C. § 2000d et seq.; 34 CFR §100 et seq.), Title VII (42 U.S.C. §2000e, et seq.) and Title IX of the Civil Rights Act of 1964 (20 U.S.C. §1681; 34 CFR 106.1 et seq.);
4. under the Civil Rights Act of 1866 and 1871 (42 U.S.C. §1981, through and including 42 U.S.C. §1988);
5. under the Americans with Disabilities Act (42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq.), Section 504 of the Rehabilitation Act (29 U.S.C. §791, et seq.; 34 CFR §104, et seq.), and the Family Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.);
6. under the Nebraska Fair Employment Practices Act (Neb. Rev. Stat. §48-1101 et seq.); the Nebraska Equal Opportunity in Education Act (Neb. Rev. Stat. §79-2,116 et seq.), the Industrial Relations Act, including unfair labor practices claims under that Act (Neb. Rev. Stat. §48-801 et seq.), and civil rights claims under Neb. Rev. Stat. § 20-148 and other state and local laws;
7. under the Wage Payment and Collection Act (Neb. Rev. Stat. §48-1228 et seq.), excluding the amounts to be paid in accordance with this Resignation Agreement;
8. of or relating to discrimination on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, free speech, and unlawful retaliation, before the state or federal EEOC or NEOC, or any other agency or department or state or federal courts under any state or federal constitution, law, rule, or regulation;
9. for breach of contract and any tort, including but not limited to negligence, libel, slander, and breach of confidentiality or privacy;
10. of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of Markut's employment with the School District or Markut's resignation from such employment.

This release does not waive rights or claims under the referenced discrimination laws that may arise in the future after this Agreement is executed. Notwithstanding any of the foregoing, nothing in this Agreement prevents Markut from filing a claim with or participating in investigations initiated by any government agency charged with enforcement of any law. As stated above, Markut has waived the right to recover monetary damages or other individual relief in connection with any such charge, claim or investigation.

C. Encouragement to Consult Attorney. Markut is encouraged to consult an attorney prior to signing of this Resignation Agreement and verifies that she has in fact consulted an attorney. Markut agrees that this Release and all of the terms and conditions of this Resignation Agreement have been fully explained to and are understood by her.

D. Notice of Right to Review and Revoke Agreement. Markut is notified that she has 21 days to consider this Resignation Agreement, and in addition, for a period of seven days following the execution of this agreement, Markut may revoke the agreement.

In the event Markut signs this Resignation Agreement prior to the 21 day consideration period, she waives such 21 day consideration period. In the event Markut signs this Agreement prior to the 21 day time period, Markut hereby states and affirms that: (1) the decision to accept such shortening of time is knowing and voluntary; (2) the decision to accept such shortening of

time was not induced by the School District through fraud or misrepresentation, and (3) the 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 21 day time period, or by providing different terms to employees who sign the release prior to the expiration of such time period.

In the event Markut should withdraw from this Resignation Agreement within the seven day revocation period, this Resignation Agreement shall be null and void in all respects. In the event she does not withdraw from this Resignation Agreement within the time allowed, this Resignation Agreement shall be binding and in full force and effect in all respects.

5. **Entire Agreement.** This Resignation Agreement contains the entire agreement between the parties and the terms hereof are contractual and not a mere recital.

Dated this <u>14</u> day of March, 2019.	Lancaster County School District 0145, a/k/a School District 145 Waverly
<u>Nicki Markut</u> Nicki Markut <u>[Signature]</u> Witness	Dated this _____ day of March, 2019. BY: _____ Authorized Official

Nicki Markut

Exhibit A

Board of Education
School District 145 Waverly
14511 Heywood Street
PO Box 426
Waverly, NE 68462

Dear Board Members:

I hereby resign from my employment and all other contractual relations with Lancaster County School District 0145, a/k/a School District 145 Waverly effective at the end of the 2018-2019 contract year.

Sincerely,



Nicki Markut