

VOLUNTARY EARLY RETIREMENT INCENTIVE PROGRAM APPLICATION AND AGREEMENT

This Agreement made this ____ day of _____, _____, between Coon Rapids-Bayard Community School District (hereinafter referred to as the "School District") and _____ (hereinafter referred to as "Teacher").

RECITALS

1. The School District has established an Early Retirement Incentive Program (hereinafter referred to as the "Program") for the purpose of encouraging eligible certificated employees who are considering an early leaving decision to accelerate their retirement plans;
2. The Teacher is desirous of voluntarily participating in the Program sponsored by the School District;
3. The Teacher has a full-time equivalency of ____% for the current school year; and
4. The Teacher has completed a minimum of 20 years of credited service at least 10 years of which have been in the employment of Coon Rapids-Bayard Community School District. The maximum years of service allowed is 25 years.
5. Early Retirement is available only to teachers, which is defined as any certified employee who is regularly employed for the instruction of pupils in the Coon Rapids-Bayard Community School District. Administration, nurses and non-certified staff are not eligible for participation in the Program.

TERMS OF AGREEMENT

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

6. **INCORPORATION OF BOARD POLICY:** This agreement is made pursuant to the policy of the Board of Education titled "Coon Rapids-Bayard Community School District's Early Retirement Incentive Program." The provisions of that policy are incorporated by this reference and made a part of this agreement.

403(b) Special Pay Plan Beneficiary Designation. In order for the application to be considered complete, a beneficiary for the 403(b) Special Pay Plan must be designated. The designated beneficiary will be paid as benefit amounts remaining unpaid at the time of an eligible recipient's death provided the eligible recipient's application for benefits has already been approved.

7. **TEACHER RESIGNATION:** The Teacher hereby voluntarily, unconditionally, and irrevocably resigns his/her teaching position with the School District effective at the end of the current school year. Approval of this agreement by the Board of Education shall constitute an acceptance of the Teacher's resignation

8. **EARLY RETIREMENT BENEFITS:** In consideration for the Teacher's resignation set forth in paragraph 1 above, the Teacher shall receive the following benefits, to wit:

- (a) **COMPUTATION OF BENEFITS:** The Teacher shall be paid the sum of \$ _____, which was calculated based on the following formula, to wit:

[Teacher's salary for last year of service (not including fringe benefits, extra-duty pay, extended contract pay, or phase money) X number of years of credited service X 1.25% = Benefit Amount].

- (b) **PAYMENT OF BENEFITS:** The benefit shall be paid in two payments, September 25 of the calendar year of the teacher's resignation, and on January 25 of the following calendar year in the employee's name, to the Health Reimbursement Arrangement (HRA) if the retiree will remain on the school's health insurance plan or 403(b) Special Pay Plan if the employee will not stay on the school health insurance plan.

[Leave this space blank if payments are to be made in accordance with the provisions of paragraph 7(b)].

9. **LIMITATION ON PARTICIPATION:** The Teacher understands that the Board of Education, in its sole and unfettered discretion, shall determine whether any early retirement incentive program payments will be made in a particular year, and shall determine the amount of such payments. The Board shall determine, in its sole discretion, the number of applications to be approved in any given year. If the Board receives more applications for voluntary retirement than it approves, the Board shall approve the applications on the basis of the criteria set out in board policy.

10. **403(b) SPECIAL PAY PLAN BENEFICIARY DESIGNATION:**

The Teacher hereby designates _____, whose address is _____, Social Security No. _____, to be the Teacher's beneficiary incase of the Teacher's death. In the event of the Teacher's death, any sum of money remaining in the 403(b) Special Pay Plan otherwise due to the Teacher under the terms of this agreement will be paid to the designated beneficiary pursuant to the provisions of this agreement.

11. **TAX CONSEQUENCES:** Taxes are based on regulations for Health Reimbursement Arrangements and 403(b) Special Pay Plans.

12. **TEACHER'S VOLUNTARY ACT:** The Teacher acknowledges that he/she has had sufficient time to consider the ramifications of participation in the Program; acknowledges that the Teacher's participation in said Program is voluntary; and that the Teacher was not coerced in any manner to participate in the Program sponsored by the School District.

13. **WAIVER AND RELEASE OF CLAIMS:** By entering into this Agreement, Teacher hereby waives the Teacher's rights under the Age Discrimination in Employment Act (ADEA), and the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. 621-634, and all other constitutional or state or federal, statute claims and relating to the validity of the Program, or any rights or claims arising there under. 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 that he/she has been advised in writing to consult with an attorney before signing this Voluntary Early Retirement Incentive Program Agreement. The Teacher further acknowledges that the Teacher has had sufficient time to decide whether or not to execute this Agreement, including the Waiver and Release of Claims.

14. **REVOCATION AND CANCELLATION OF AGREEMENT:** The Teacher and the School District acknowledge that the Teacher may cancel this Contract at any time within seven days after the execution of this agreement by the Teacher. In order to cancel the agreement, the Teacher must submit a written statement in writing to the Superintendent of Schools indicating that he/she is exercising his/her right to cancel the agreement.

Dated: _____

Teacher

Dated: _____

Coon Rapids-Bayard Community School District

Board President