

RETIREMENT AGREEMENT

This Retirement Agreement and Release, (hereinafter “the Agreement”), is made and entered into this 16th day of September, 2019 by and between Dave Koeppen, a support staff employee of the Board of Education of Oregon Community Unit School District # 220 (hereinafter “Employee”) and the Board of Education of Oregon Community Unit School District # 220, an Illinois public school district (hereinafter “the Board”).

WHEREAS, the employee has been employed by the Board for seventeen years as a support staff member; and

WHEREAS, the Board gratefully acknowledges Dave Koeppen’s faithful service to the students, staff, Board, and community; and

WHEREAS, the employee has requested a retirement incentive which is an alternate to the retirement incentive provided in the current support staff Collective Bargaining Agreement, Article 18.7; and

WHEREAS, the Board favors the retirement incentive, providing that the incentive is a one-time, non-precedential payment and that the Oregon Educational Support Personnel Collective Bargaining Unit does not demand bargaining or otherwise object to this Retirement Agreement or the effects of this Retirement Agreement; and

WHEREAS, the employee has submitted his resignation, effective June 28, 2019, which resignation the Board has accepted, subject to the conditions embodied in this Agreement; and

WHEREAS, in honor of Dave Koeppen’s many years of faithful service the Board wishes to augment his retirement as requested; and

WHEREAS, each of the parties to this Agreement has had a full and fair opportunity to

review the terms of this Agreement, to consult with counsel, and to read and understand this Agreement, and

WHEREAS, the decision to sign the Agreement at this time was employee's alone; and

WHEREAS, by signing, Dave Koeppen agrees that he understands and agrees to the terms contained in this Agreement; and

WHEREAS, Dave Koeppen may revoke his agreement to the terms of this Agreement in a writing delivered to the Superintendent in writing received in his office from September 17, 2018 until close of business on October 3, 2019, providing that in such case he will lose the benefits of this Agreement; and

WHEREAS, each of the parties to this Agreement is in agreement with each of its recitals and undertakings;

IT IS THEREFORE AGREED AS FOLLOWS:

1. Dave Koeppen hereby irrevocably resigns and retires, effective on September 16, 2019.
2. Each party to this Agreement shall bear his or her own costs and attorney's fees.
3. The parties mutually waive and abjure all legal claims that either may have against the other, from the beginning of time through the date of this Agreement, arising out of the employee's employment with the Board, including but not limited to those that could have been raised under the Illinois Human Rights Act, the Illinois Public Labor Relations Act, the Age Discrimination in Employment Act or any other federal or state statute, Constitutional or common law tort, contract, or common law rule governing wages, hours, or other terms and conditions of employment, including but not limited to all claims that might have been brought against the current and former members of the Board, its current or

former employees, agents, insurance providers and assigns arising out of the cessation of employee's employment. The waiver does not excuse the Board's obligations under the Illinois Municipal Retirement Act, actions to enforce this agreement, or actions arising from discrete acts performed after entry of this Agreement.

4. The Board agrees to pay Dave Koeppen the full sum of ten thousand two hundred fifty dollars (\$10,250) as a substitute for the retirement incentive provided in Article 18.7 of the OESPA Collective Bargaining Agreement. The sum is considered ordinary income subject to tax, and other withholding;
5. The Board shall make the payment provided in Paragraph 4 of this Agreement during the first regularly scheduled payroll after sixty (60) days of separation.
6. The OESPA has agreed that this Agreement is non-precedential and stipulates along with Dave Koeppen that it cannot be introduced as evidence in any proceeding other than a proceeding to enforce the terms of the Agreement or as otherwise necessary to effectuate the Agreement.
7. This Agreement sets forth the entire understanding between the parties, superseding any prior written or oral understanding. No promises or agreements have been offered as an inducement to enter this Agreement, except as specifically set forth within this document. The parties agree that to the extent any portion of this Agreement may be held to be invalid or unenforceable by any tribunal, the remaining portions of the Agreement shall continue in full force and effect.

8. The Agreement will become effective and binding upon execution by the parties. Execution may be in counterparts, which, when executed shall become an integrated document binding on all parties as if the parties had signed the Agreement on a single page. The parties may exchange signatures by facsimile or other electronic transmission, followed by a mailed hard copy of the original signed Agreement.
9. The recitations are hereby incorporated in the body of this Agreement and made a part hereof as if fully set forth herein.
10. Many thanks Dave Koeppen, from a grateful school community. Executed on the date(s) set forth below by the following parties:

EMPLOYEE

THE BOARD OF EDUCATION

Dave Koeppen

Bryan Wills, President

Dated: _____

Dated: _____

OESPA Representative

Dated: _____