

RETIREMENT – CERTIFIED PERSONNEL

Retirement Program Participation Agreement Waiver and Release

Whereas the East Buchanan Community School District Board of Education has approved and offered a Retirement Program to a class of its employees, of which the undersigned Retirement Participant (hereinafter Participant) is a member; and

Whereas the Participant has been determined to be an employee, eligible for the Retirement Program as described and attached hereto and incorporated herein as if set out verbatim; and

Whereas the Participant has completed and/or hereby agrees to complete all actions and certifications required to become qualified for the program during the current District fiscal year;

Now therefore, the Participant and the District agree as follows:

1. The District will provide to the Participant all Retirement Program Benefits described in the District's current Retirement Program. The District makes no representations regarding the legality or regulatory compliance of the Program and further makes no representations regarding the tax implications for the Participant arising out of the Participant's receipt of benefits under the Program.
2. The Participant will become a retired employee of the East Buchanan Community School District as of June 30, 2025.
3. In further consideration for the benefits provided as part of the East Buchanan Community School District's Retirement Program, the Participant waives and releases the District from all claims and liability, whether known or unknown, in any way arising out of or in the course of the employment relationship between the Participant and the East Buchanan Community School District or the termination thereof or retirement therefrom; and the Participant specifically waives and releases the District from any and all claims, whether known or unknown, with regard to: Breach of contract; Iowa Code Chapter 216; Title VII of the Civil Rights Act of 1964 as amended; the Age Discrimination in Employment Act (ADEA); the Older Workers Benefit Protection Act (OWBPA); the Americans with Disabilities Act (ADA); or any other claim of discrimination whether based on age or otherwise that the employee could claim against the District at the time of signing this document.

This Release and Waiver will apply to the East Buchanan Community School District and its agents, officers, directors, representative, administrators, staff, and employees.

The Participant agrees that this Release and Waiver in no way can be used against the East Buchanan Community School District as an admission of liability of any kind and that it is binding upon the Participant and the Participant's heirs, beneficiaries, representatives and assigns. Furthermore, the Participant agrees to indemnify and hold the District harmless from any liability or damages it incurs because of any breach by the Participant, or by the Participant's heirs, beneficiaries, representatives, and assigns, of this Agreement to release and waive claims, whether known or unknown, against the East Buchanan Community School District.

4. The parties agree that if any clause of this agreement is found to be invalid, it shall not affect the validity of other provisions.
5. This document contains the entire agreement between the parties and can only be modified by a subsequent written agreement signed by both parties.

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6. The Participant acknowledges that his/her signature is given voluntarily and without threat or promise of additional benefit other than the consideration listed in this agreement.
7. The Participant acknowledges that he/she was advised of the right to consult an attorney regarding the terms and conditions and the benefits that will be provided through the Retirement Program and regarding the terms and conditions and obligations of this Retirement Program Participation Agreement Waiver and Release. Furthermore, the parties acknowledge that the Participant has been given at least forty-five (45) days to consider this Retirement Program and this Retirement Program Participation Agreement Waiver and Release and that the Participant has a right to revoke this Retirement Program Participation Agreement Waiver and Release without recourse for a period of seven (7) days following the date shown below. Any payment or benefits provided for in this Agreement will not commence prior to the expiration of the seven (7) day waiting period. The Participant acknowledges and agrees that the East Buchanan Community School District assumes no responsibility for the tax consequences of this Retirement Program.
8. The Participant agrees that in the event he/she should come to believe that a portion of this Agreement was obtained through a misrepresentation or fraud, the Participant will accept as his/her sole responsibility the duty to question that portion within sixty (60) days of signing. The Participant further understands and accepts that in order to challenge any portion of this Agreement he/she must return to the District all monetary and other benefits received hereunder until the matter is resolved and final between the parties.

IN WITNESS WHEREOF, the parties have set their respective hand this ____ day of _____, 20__.

Retirement Participant	Date
Superintendent of Schools	Date

STATE OF IOWA)
)
 BUCHANAN COUNTY) ss:

On this ____ day of _____ 20__, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared _____ and _____, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

 NOTARY PUBLIC, STATE OF IOWA