

## EARLY INCENTIVE RETIREMENT AGREEMENT

STEVEN P. SCHROEDER

This Agreement is entered into by and among Independent School District No. 716, Belle Plaine, Minnesota (the “School District”), the Belle Plaine Education Association (the “Association”) and Steven P. Schroeder (the “Employee”).

### RECITALS:

**WHEREAS**, Minnesota Statutes, Section 122A.48, as amended (“Section 122A.48”) authorizes school districts, in their complete discretion, to provide an early retirement incentive to eligible teachers; and

**WHEREAS**, an “eligible teacher,” for purposes of Section 122A.48, means a teacher who has at least fifteen (15) total years of full-time teaching service in elementary, secondary and technical colleges, or at least fifteen (15) years of allowable service in accordance with Section 122A.48, subd. 1(b)(i) and has or will have attained the age of fifty-five (55) years but less than sixty-five (65) years as of June 30, 2025; or has at least thirty (30) years of full-time teaching service in elementary, secondary or technical colleges, or at least thirty (30) years of allowable service in accordance with Section 122A.48, subdivision 1(b)(2); and

**WHEREAS**, Employee is an eligible teacher for purposes of Section 122A.48; and

**WHEREAS**, Employee has submitted a timely application to the School Board of the School District for a contract for termination of services, withdrawal from active teaching service, and payment of an early retirement incentive; and

**WHEREAS**, the School Board of the School District has the complete discretion to approve or deny Employee’s application; and

**WHEREAS**, the Association is the exclusive bargaining representative of the teachers employed by the School District, including Employee; and

**WHEREAS**, the Association has negotiated a 2023-2025 Master Agreement (hereinafter the “CBA”) with the School District setting forth the terms and conditions of employment of all teachers employed by the School District, including Employee; and

**WHEREAS**, Employee has consulted with the Association and is fully advised of his legal rights and any and all other rights he may have regarding his employment by the School District; and

**WHEREAS**, the School Board of the School District is willing to approve Employee’s application subject to the terms and conditions set forth in this Agreement.

***NOW, THEREFORE,*** in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ***Resignation and Retirement from Employment.*** By not later than August 1, 2025, Employee shall deliver to the Superintendent a written notice stating that the Employee is resigning from his teaching position and retiring from the School District effective August 1, 2025 (the “Resignation and Retirement Date”).

2. ***Early Retirement Incentive.*** In consideration of Employee’s resignation and retirement, the School District shall, notwithstanding anything in the CBA to the contrary, make a one-time lump payment to Employee’s health reimbursement arrangement (“HRA”) in the amount of Fifty Thousand Dollars and 00/100 Dollars (\$50,000) (the “Early Retirement Incentive Payment”). The Early Retirement Incentive Payment shall be made following the School District’s receipt of Employee’s written resignation and retirement in accordance with Section 1, above, but not later than September 1, 2025.

3. ***Unemployment Benefits.*** Pursuant to Minnesota Statutes, Section 268.052, subdivision 1, as amended, any amount of unemployment benefits that Employee receives and for which the School District is required to pay into the unemployment insurance program trust fund shall be deducted by the School District from the Early Retirement Incentive Payment, or recovered by the School District from Employee up to the amount of the Early Retirement Incentive Payment.

4. ***Tax Considerations.*** Employee acknowledges and agrees that the School District, its employees and agents, have made no representations regarding taxes that may be due as a result of the consideration provided pursuant to this Agreement. Employees understand and agrees that the School District has no duty to defend Employee against any claims brought by taxing authorities related in any way to any payments made to Employee pursuant to this Agreement. Employee further understands and agrees that Employee shall fully indemnify the School District, its current and former board members, employees and agents, for any claims brought by taxing authorities against the School District.

5. ***Teacher Retirement Association Benefits.*** It is specifically understood and agreed that the School District has made no representations to Employee regarding his Teacher Retirement Association (“TRA”) benefits, or eligibility for benefits, pursuant to TRA which have accrued during the course of his employment or may accrue as a result of any payments made under this Agreement. It is further specifically understood and agreed that any issues regarding TRA which relate to or arise as a result of this Agreement are strictly between Employee and TRA and its agents, and that the District shall have no responsibility or liability for such issues, and Employee hereby releases, indemnifies and holds the District harmless as to any disputes, claims, or other matters arising between Employee and TRA.

6. ***No Past Practice.*** The parties hereto acknowledge and agree that the early retirement incentive described herein is being offered by the School District on a one-time only basis. The Association agrees that nothing in this Agreement may be deemed to establish a binding precedent, practice, or to alter any existing precedent or practice arising out of or relating to the CBA between the School District and the Association. No party may refer to this Agreement or submit it in any proceeding or case as evidence of a precedent, practice, or past practice.

7. ***Voluntary Agreement.*** By executing this Agreement, each of the parties hereto acknowledges and agrees that they have carefully read and understand all of the provisions of this Agreement and that they have entered into this Agreement voluntarily. Employee further acknowledges and agrees that Employee has had the opportunity to consult with representatives of the Association or legal counsel of Employee's choosing and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as specifically set forth herein.

8. ***Severability.*** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

***IN WITNESS WHEREOF,*** the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below.

**[SIGNATURES TO FOLLOW]**

**INDEPENDENT SCHOOL DISTRICT NO.  
716**

Dated: \_\_\_\_\_, 2025

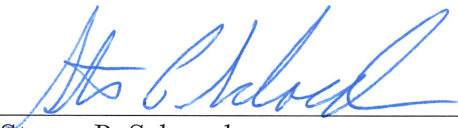
By:

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Clerk

Dated: 7/24, 2025

By:

  
\_\_\_\_\_  
Steven P. Schroeder

Dated: 7/22, 2025

By:

  
\_\_\_\_\_  
President  
Belle Plaine Education Association