

RETIREMENT AGREEMENT

(F-SUTA Employees, not employed during the 2000-2001 school year)

This Agreement is entered into between the Fairfield-Suisun Unified School District ("District") and \_\_\_\_\_, ("Retiree")

RECITALS:

- A. Retiree has been employed at the Fairfield-Suisun Unified School District since \_\_\_\_\_.
- B. Retiree wishes to retire from employment with the District.
- C. A written Memorandum of Understanding dated March 9, 2009, between the District and the Fairfield-Suisun Unified Teachers Association provides for a enhanced benefits to retirees under certain circumstances.
- D. Retiree wishes to take advantage of the early retirement incentive identified in the written Memorandum of Understanding.

AGREEMENT:

- 1. Retiree hereby retires from employment with District, \_\_\_\_\_, 2009. District hereby accepts Retiree's retirement. No further action by District, other than executing this Agreement, is required for District to formally and finally accept and agree to Retiree's retirement. This retirement is irrevocable.
- 2. Retiree elects the following option as identified in the Memorandum of Understanding between the District and F-SUTA (affix initials indicating acceptance of one option and rejection of the other two):

a. Option One – Stipend

Accept: \_\_\_\_\_                      Reject: \_\_\_\_\_

OR

b. Option Two – continued half benefits (Only available for unit members with at least ten (10) years of employment in the District):

Accept: \_\_\_\_\_                      Reject: \_\_\_\_\_

OR

c. Option Three – continued full benefits (Only available for unit members with at least fifteen (15) years of employment in the District):

Accept: \_\_\_\_\_

Reject: \_\_\_\_\_

3. The parties to this Agreement understand that payments made under this Agreement will be made only directly to Retiree. District shall have no obligation to make any payment to any other individual, including dependents, survivors, or beneficiaries of Retiree. On behalf of such persons, Retiree hereby irrevocably and unconditionally waives any right such person may have to collect any payments pursuant to this Agreement.

4. Other than the obligations expressly identified in this Agreement, Retiree agrees that the District shall have no other obligation to Retiree under any other agreement, written or verbal, expressed or implied, provided, however, that Retiree may be entitled to retirement benefits identified in the collective bargaining agreement between the parties, as modified by the Memorandum of Understanding identified in Recital Paragraph C., above.

5. The parties hereto represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

6. This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Retiree expressly warrants that Retiree has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement.

7. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

This agreement must be submitted no later than March 31, 2009.

\_\_\_\_\_  
Retiree

Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald Hawkins, Assistant Superintendent,  
on behalf of the Fairfield-Suisun Unified  
School District

Date: \_\_\_\_\_