

**RETIREMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

This Agreement and Release of All Claims (hereinafter referred to as the "Agreement") is entered into between Dr. Julie Sprague (hereinafter referred to as "Sprague") and the Unified School District of Antigo (hereinafter referred to as "District"). In this Agreement, the term "parties" includes Sprague and the District. District includes each of its past and present board members, officers, agents, employees, subsidiaries, divisions, affiliates, successors, assigns, and contract providers of service to the District. The parties hereby agree as follows:

1. No Admissions of Liability of Parties. This Agreement shall not in any way be regarded as an admission by District or Sprague that either of them has acted wrongfully toward the other. District and Sprague specifically deny any liability to or wrongful act against the other or anyone else.
2. Effective Date of Retirement. Sprague understands and agrees that her retirement from her employment with District will be effective as of **July 31, 2023**. By signing this Agreement, Sprague is submitting her notice of retirement as of that date. Sprague's last day of work shall be July 17, 2023; however, she shall be available for transition assistance through July 31, 2023.
3. Retirement Benefits. As a retirement benefit in lieu of whatever retirement benefits, if any, which Sprague is entitled to under District policies and in exchange for the release of claims and covenants contained herein, District and Sprague agree to the following:
 - a) Sprague shall continue to receive her 2022-2023 salary through normal payroll payments through June 30, 2024. Salary payments shall not include reimbursement for educational expenses. The District will provide Sprague with the items in paragraphs m, o and p in her 2022-2024 contract.
 - b) Sprague will continue to receive life, health and dental insurance coverage through June 30, 2024, with the District paying the District portion of the premium cost for health and dental insurance at the same percentage payment as all other administrators employed by the District during the 2023-2024 contract year.
 - c) No later than July 31, 2023, the District will make payment to the Wisconsin Retirement System (WRS) for the purchase of additional retirement benefits for Sprague in the amount that would have been paid by the District as a contribution to the Wisconsin Retirement System as if Sprague had continued to be employed as Superintendent for the 2023-2024 school year, i.e., \$10,560. The District will make its normal contribution to a TSA (as set forth in paragraph p of her contract) for Sprague on or before July 31, 2023.
 - d) Sprague and the District will agree to a joint statement regarding the retirement of Sprague from service to the School District.

- e) No later than August 1, 2023, Sprague shall receive payment for any accrued but unused vacation days at her per diem rate. Sprague will not earn any vacation days for the 2023-2024 school year.
4. Employee Release. Sprague agrees that, in exchange for the good and valuable consideration described in Section Three (3) of this Agreement, the sufficiency of which is hereby acknowledged, Sprague hereby releases and discharges fully and forever District and each of its past and present board members, officers, agents, employees, subsidiaries, divisions, affiliates, successors, assigns, and contract providers of service to District, from any and all present or future claims, demands, and causes of action which may arise from any purported acts, omissions, transactions, obligations, or events connected in any manner with the employment of Sprague by District.

This includes a release of any rights or claims which Sprague may have under (a) the Age Discrimination in Employment Act, which prohibits age discrimination in employment; (b) Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; (c) the Equal Pay Act, which prohibits unequal pay to men and women for equal work; (d) the Americans with Disabilities Act, which prohibits discrimination on the basis of disability; (e) the Wisconsin Fair Employment Act, which prohibits discrimination in employment; (f) the Older Workers Benefit Protection Act or (g) any other national, state, or local laws or regulations which prohibit employment discrimination. This also includes a release by Sprague of any claims for wrongful discharge or any other claims under any national, state, local, or common law or the Employee Handbook relating in any way to her employment with District. This release covers both claims that Sprague knows about and those Sprague may not know about, but excluding claims that arise after the date this Agreement is executed.

This Provision does not, in any way, restrict or impede Sprague from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. Sprague shall promptly provide written notice of any such order to the Unified School District of Antigo Board President.

5. Employer Release. District agrees that, in exchange for the good and valuable consideration described within this Agreement, the sufficiency of which is hereby acknowledged, District hereby releases and discharges fully and forever Sprague from any and all present or future claims, demands, and causes of action which may arise from any purported acts, omissions, transactions, obligations, or events connected in any manner with Sprague's employment with District.

6. Excluded Matters. This release of claims and waiver of rights does not include any right to institute legal action for the purpose of enforcing the provisions of this Agreement.
7. Pending Claims. Sprague represents that she has not filed any complaints, grievances, charges, or lawsuits with any governmental agency or any court regarding her retirement from employment with District.
8. Execution and Delivery of Agreement. This Agreement shall be signed in duplicate, with each party retaining an original.
9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of District and Sprague, their respective successors, heirs, and legal representatives, but neither this Agreement nor any rights hereunder may be assigned by Sprague without the written consent of District.
10. Signature Effect. Sprague's signature below on this Agreement affirms that she has read and understood all provisions of this Agreement and agrees to comply with all terms hereof.
11. Right to Review Agreement. Sprague has a period of up to twenty-one (21) days from receipt of this Agreement to review and consider this Agreement before signing it. Sprague may use as much of this twenty-one (21) day period as she wishes prior to signing this Agreement. The parties agree that any changes made to this Agreement do not restart the twenty-one (21) day period.
12. Right to Revoke Agreement. Sprague may revoke this Agreement within seven (7) days after the date on which Sprague delivers the signed Agreement to District. Revocation must be made by delivering a written notice of revocation to District Board President Danny Pyeatt. For this revocation notice to be effective, such notice must be received by District no later than the close of business on the seventh (7th) day after the date on which Sprague delivers the signed Agreement to District. If Sprague revokes this Agreement, this Agreement shall not be effective or enforceable and Sprague will not receive the resignation benefits provided for herein.
13. Legal Consultation. Sprague is advised of her right to consult with an attorney and/or tax advisor before signing this Agreement.
14. Amendments. Amendments or variations of the terms and conditions of this Agreement shall not be valid unless the same are in writing and signed by Sprague and an authorized representative of District.
15. Entire Agreement. This Agreement constitutes the entire agreement between District and Sprague and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

16. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, it shall be severed from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
17. Applicable Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Wisconsin.
18. Non-disparagement. District, its representatives, and Sprague agree that each shall not at any time make, publish or communicate to any person or entity in any public forum any defamatory or disparaging remarks, comments or statements concerning District, or any of its officers, or Sprague, now or in the future.

SPRAGUE AND DISTRICT ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND ARE VOLUNTARILY ENTERING INTO IT.

UNIFIED SCHOOL DISTRICT OF ANTIGO

By: _____

Danny Pyeatt
Board President



Dr. Julie Sprague

Dated: _____

Dated: 7-17-23