

## AGREEMENT TO RESUME TEACHING SERVICES

WHEREAS, Jolene Krieger has been employed by Independent School District No. 113, Walker-Hackensack-Akeley ("School District") as a continuing contract teacher; and

WHEREAS, Jolene Krieger retired from the School District effective at the close of the 2024-2025 school year; and

WHEREAS, the Walker Hackensack Akeley Education Association ("Association") is the exclusive representative for the teachers employed by the School District; and

WHEREAS, the School District and the Association are parties to a collective bargaining agreement ("Master Agreement") which governs the terms and conditions of employment for teachers; and

WHEREAS, Jolene Krieger wishes to resume teaching for the School District; and

WHEREAS, Jolene Krieger has had an opportunity to discuss their rights under the Master Contract, Minn. Stat. § 122A.40, and the Teachers Retirement Act, Minn. Stat, Ch. 354, with the Association and/or legal counsel;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Reemployment: The School District agrees to reemploy Jolene Krieger as a teacher for school year 2025-2026.

2. WHEREAS, the School District is in need of filling a Special Education teaching position at Full Time Equivalency ("FTE") for the 2025-2026 school year; and

WHEREAS, Jolene Krieger has expressed willingness to fill the open Secondary teaching position for the remainder of the 2025-2026 school year; and

WHEREAS, TRA provides that a retired teacher who resumes teaching service must enter into a written agreement with the employing unit to return to work; and

WHEREAS, Jolene Krieger has consulted with her attorney and/or Education Minnesota, Walker Hackensack Akeley (herein referred to as "The Association") and has been fully advised of her rights, including but not limited to, rights under TRA, Minnesota Statutes Section 122A.40 and Minnesota Statutes Section 122A.44; and

3. Waiver of Continuing Contract Rights: As a condition of reemployment, Jolene Krieger knowingly and willingly waives their continuing contract rights with the School District under Minn. Stat. § 122A.40, as amended, and agrees that their employment with the School District shall be based on annual, one-year fixed term contracts which shall be renegotiated each year. Jolene Krieger acknowledges that the School District is under

no obligation to reemploy them for the 2025-2026 or any subsequent school years and that their employment with the School District will automatically terminate effective at the close of the 2025-2026 school year without the necessity of any School Board action, unless this Agreement is renegotiated.

4. Salary Schedule Placement: Jolene Krieger's salary schedule placement for the 2025-2026 school year shall be based on the 2025-2026 contract salary schedule, Lane 6, Step 17.

5. Because of the limited period of Jolene Krieger's employment, Jolene Krieger also knowingly and voluntarily waives any right to the following provisions contained in the 2025-2026 and subsequent teachers' collective bargaining agreements. In addition, Jolene Krieger shall have no further rights to receive severance or retirement pay than she had at the end of the 2024-2025 school year, except that she may continue to make contributions under the School District's 403(b) plan and receive a matching contribution as set forth in Article VII, Section 5, if applicable.

6. Other Terms and Conditions of Employment: Upon rehire, all terms and conditions of Jolene Krieger's employment with the School District Other than those discussed above will be governed by the terms of the Master Agreement then in effect, at 1.0 FTE.

7. TRA Issues:  
Contributions: The parties acknowledge that compensation Jolene Krieger earns after being rehired by the School District shall not be subject to withholding for TRA and the School District shall not be required to make employer TRA contributions on their behalf.

Impact of Reemployment Upon Pension Benefits: The parties acknowledge that Jolene Krieger is solely responsible for determining what impact, if any, her reemployment will have on her TRA benefits and that the School District has not made any representations to them regarding the application of TRA laws and regulations upon their reemployment.

8. Effect: The Association and the School District acknowledge that this agreement to resume teaching services shall not be deemed to constitute a precedent or create a past practice which would be applicable to any other member of the bargaining unit or be admissible in any arbitration proceeding.

9. Jolene Krieger further acknowledges by executing this Agreement that she has had an opportunity to discuss the terms of this Agreement with her attorney and/or the Association, that she has been fully advised of her legal rights pursuant to TRA, Minnesota Statutes Section 122A.40 and or Minnesota Statutes Section 122A.44, and any and all rights she may have regarding her employment by the School District, and that there were no inducements or representations leading to the execution of this Agreement except as contained herein.

The undersigned have read the forgoing agreement and by signing below hereby affirm that they fully understand and agree to its terms,.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
WHA Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
WHA Superintendent

\_\_\_\_\_  
Date

