

## MEMORANDUM OF UNDERSTANDING

This Return to Work Agreement is entered into by and between Diane Van Orsdol, Education Minnesota Rockford ("Union"), and Independent School District No. 883, Rockford District

WHEREAS, the District currently employs Diane Van Orsdol as a full-time teacher;

WHEREAS, the District and the Union are parties to a Master Agreement (CBA) that governs the employment of the District's teachers;

WHEREAS, Diane Van Orsdol has met the requirements to be eligible to receive a pension from the Teachers Retirement Association ("TRA");

WHEREAS, Diane Van Orsdol has filed the appropriate paperwork with the TRA;

WHEREAS, Diane Van Orsdol has submitted and the District has accepted a letter of retirement having her last day of work as a full-time teacher as June 5, 2024 and

WHEREAS, the parties mutually desire to enter into an agreement regarding Diane Van Orsdol's post retirement work as a TRA recipient;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Diane Van Orsdol will be re-hired for the 2024-25 on the Master's lane step 13. If the parties renew this Agreement for the 2025-2026 school year, then Diane Van Orsdol will advance steps pursuant to the terms of the Master Agreement. Diane Van Orsdol will be entitled to any improvements to the salary schedule that are negotiated and ratified in future collective bargaining agreements and all other applicable terms. Diane Van Orsdol will be responsible for all staff expectations during these school years. Diane Van Orsdol will continue to participate in Qcomp and be qualified for compensation in this program if sheet meets expectations.
2. The District will continue to provide Diane Van Orsdol with health insurance on the same terms as a regular, full-time teacher until August 31<sup>st</sup>, 2025 according to the terms of the CBA. If the parties renew this Agreement for the 2025-2026 school year, then the District will continue to provide Diane Van Orsdol with health insurance on the same terms as a regular, full-time teacher until August 31<sup>st</sup>, 2026 according to the terms of the CBA.
3. Diane Van Orsdol will receive all benefits for the 2024-25 school year according to the terms of the CBA. In addition, any accumulated benefits from previous years will be included in the new agreement for those school years. If the parties renew this Agreement for another year, then Diane Van Orsdol will receive all benefits for the 2025-2026 school year according to the terms of the CBA.

4. Neither the District nor Diane Van Orsdol will contribute to TRA during this time.
5. Even though Diane Van Orsdol is not a continuing contract teacher, she will still receive the contribution to the post-retirement health care savings account pursuant to Article VII, Section 9 of the 2023-2025 Master Agreement. The parties will comply with all applicable HCSP rules and applicable laws during the term of this Agreement.
6. In order to continue this Agreement for the 2025-2026 school year, Diane Van Orsdol and the District must mutually agree to do so in writing by April 1, 2025.
7. The Union may file a grievance pursuant to the Grievance Procedure in the CBA to enforce the terms of this Agreement. Diane Van Orsdol, the Union, and the District all agree that Diane Van Orsdol will not attain continuing contract status with the District during the term of this agreement and Diane Van Orsdol knowingly and voluntarily waives any and all rights under Minnesota Statute 122A.40 regarding her continued employment with the school District.
8. This Agreement constitutes the entire agreement between the parties relating to Diane Van Orsdol's employment with the District. This Agreement supersedes any inconsistent provisions in any other document, including, but not limited to, the collective bargaining agreement, any applicable District policies, and any handbook provisions covering Diane Van Orsdol's employment. This agreement does not set a precedent for the future.

IN WITNESS WHEREOF, the parties have entered into this Return to Work Agreement on the dates recorded next to their signatures. By signing below, each party specifically acknowledges that it has read this Agreement; that it has been advised to review the terms of this Agreement with legal counsel; and that it understands and voluntarily agrees to be legally bound by all terms of this Agreement.

Date: 8-16-24

by   
Education Minnesota Rockford

Date: 8-15-24

by   
Diane Van Orsdol

Independent School District No. 883, Rockford

Date: 08/15/2024

by   
School Board Chair

Date: August 15, 2024

by   
Director of Business Operations