

MEMORANDUM OF UNDERSTANDING

In order to provide retired teachers the opportunity to be reemployed in a teaching position following retirement, and in order to provide the Board of Education an incentive to reemploy retired teachers, the **Elida Local School District Board of Education** ("Board") and the **Elida Education Association** ("EEA") hereby agree as follows:

1. This language is totally unique and separate and in no way refers to or applies to current language in the Agreement between the Elida Education Association and the Elida Local School District Board of Education set forth at Article 39, Retiree Teachers. Article 39 of the Agreement between the Board and EEA shall not be applicable and no provisions of Article 39 shall apply related to the employment of those individuals who elect to retire and be rehired under this Memorandum of Understanding.
2. Employees who are eligible to retire as of May 31, 2026, according to Ohio State Teachers Retirement System experience levels, are guaranteed the option to be rehired on a five-year teaching contract (retire/rehire option). Employees who qualify, according to Ohio State Teachers Retirement System experience levels, in the 2025-2026 school year must utilize the retire/rehire option by providing notice on or before December 1, 2025 of the year of retirement. This notice shall contain a letter of resignation stating that the employee's resignation is for retirement purposes in accordance with this retire/rehire Memorandum.

This resignation letter will also indicate that such resignation is contingent upon the teacher being rehired under a limited contract in accordance with the provisions of this Memorandum for five (5) years. The effective date of the employee's resignation shall be May 31, 2026.

During the 2025-2026 school year only, a teacher who qualifies for retirement according to the Ohio STRS experience levels may elect to utilize this incentive. The teacher who has reached the requisite level of experience shall receive a limited teaching contract pursuant to this agreement for a period of five (5) years.

Employees electing this plan shall not be eligible for any other retirement incentive plan offered by the District. However, employees shall remain

eligible for all applicable severance and super-severance provided for under the collective bargaining agreement.

- a. The retired/rehired teacher will be placed on the Step 6 of the salary schedule then in effect at the teacher's appropriate educational/training level. Hereafter, the teacher will stay at Step 6 on the salary schedule for all remaining years of the limited contract but will be eligible for base increases.
 - b. Retired/rehired teachers will be eligible to participate in any insurance plan offered by the Board of Education.
 - c. Retired/rehired teachers will receive their severance benefit as outline in Article 37. Severance shall be paid according to the Master Contract between the parties at the per diem rate applicable at the time of retirement. The retired/rehired teacher may accumulate sick time over the course of the additional five (5) years of service to be used in accordance with the Sick Leave policy. There is no additional payout for unused sick days during this period.
 - d. Retirement will not be considered a "break in service" for retired/rehired teachers when the Board of Education is considering a reduction in force.
 - e. Termination of the contract of retired/rehired teachers shall be in accordance with ORC Chapter 3319.16.
 - f. Rehired/retired teachers shall be members of the Bargaining Unit.
3. Relevant notices must be provided as set forth below:
- a. Employees interested in the retire/rehire option will notify the Board of Education by December 1, 2025 of his or her desire to utilize this retire/rehire option.
 - b. The effective date of the teacher's resignation for retirement purposes shall be May 31, 2026.
4. This Memorandum of Understanding shall be in effect until December 2, 2025.

5. Additionally, this Memorandum of Understanding shall be rendered null and void should the Ohio STRS requirements for retirement change or be modified during the term of this agreement. In such an event, the parties shall meet to negotiate changes to this Memorandum of Understanding, if applicable. In the event this Memorandum of Understanding is rendered null and void as a result of changes in the Ohio STRS requirements or Ohio law, such termination of this Memorandum shall not affect any employee who has previously retired and rehired under a limited teaching contract with the Elida Local School District Board of Education under this Memorandum of Understanding.

**ELIDA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: _____

By: _____

Date: _____

By: _____

ELIDA EDUCATION ASSOCIATION

Date: _____

By: _____

Date: _____

By: _____