



**MEMORANDUM OF UNDERSTANDING**

**Between**

**Education Minnesota- St. Michael-Albertville**

**And**

**Independent School District 885**

**St. Michael-Albertville**

This memorandum represents an agreement as to the application of the Master Contract to certified staff who provide notice to the school district of retirement and then are rehired within ten (10) calendar days as a retiree annuitant for the purposes of collecting Teacher's Retirement Annuity (TRA) and continuing to work in a full-time capacity for the school district.

The parties agree that the district will not process such a retirement request for this purpose from the start of the contract school year through October 15, 2024 or from April 1, 2024 to the end of the school year. Outside of these designated moratorium periods, the district may require a minimum sixty (60) day written notice of retirement.

For staff who retire for this specific reason and are rehired within ten (10) days as a retiree annuitant, the parties agree on the application of the following contract provisions for this specific purpose:

1. Section 6.4- placement of certified staff upon re-entry- the individual staff member would be placed back at the same step and lane as at the time of retirement;
2. Section 6.4.2- step advancement- the individual staff member would remain eligible for step advancement if the terms of the Master Contract are met and interim "retirement" period would be counted against the staff member in accordance with the number of contract hours missed;
3. Section 6.4.3- Lane Increment- the individual staff member may not advance a lane following replacement with the district;
4. Section 8.2- medical insurance and district contribution- insurance coverage would continue uninterrupted;
5. Section 8.2.3- Retiree Coverage- the individual staff member would not be eligible for the provisions of this section until a final and subsequent separation from the district;
6. Section 9.1- Sick and Safe Time- all accrued time under this section would carry over upon rehire;
7. Section 9.3 Personal Leave- all accrued personal time under this section would carry over upon rehire;
8. Leave incentives- any time missed for "retirement" would be counted as missed contract hours, but the staff member would otherwise remain eligible for these incentives if the other provisions were met;
9. Section 13- Seniority List- the individual staff member would be contractually considered retired for purposes of this section, the seniority list, and the Unrequested Leave of Absence provisions of the Master Contract; and
10. Section 13.1- Early Retirement Notice- the provisions of this notice would not apply but the individual would remain eligible provided the provisions were met in advance of a final separation from the district.

Any contract provisions that are not cited expressly above would remain enforceable and applicable in the same



**ST. MICHAEL - ALBERTVILLE SCHOOLS**  
EXCELLENCE IS OUR TRADITION

manner such provisions are applicable to all certified staff.

The parties further agree this pilot project is temporary in nature, is not intended by either party to establish a new contract practice, and that this memorandum will sunset in its entirety with no assurance or representation or extension or renewal, effective June 30, 2024.

*Robert A. Zaker*  
**By: For Education Minnesota- STMA**

3/14/2024  
Date

*Don Schl*  
**By: For Independent School District 885**

03-19-2024  
Date