

MEMORANDUM OF UNDERSTANDING

This agreement is entered into by and between James Weninger, Education Minnesota Howard Lake Waverly Winsted (“Union”), and Independent School District No. 2687, Howard Lake Waverly Winsted (“School District”).

WHEREAS, the District currently employs James Weninger as a full-time teacher;

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

WHEREAS, James Weninger has met the requirements to be eligible to receive a pension from the Teachers Retirement Association (“TRA”);

WHEREAS, James Weninger has filed the appropriate paperwork with the TRA;

WHEREAS, James Weninger has submitted and the District has accepted a letter of retirement having his last day of work as a full-time teacher as to be determined between James Weninger and building administration; and

WHEREAS, the parties mutually desire to enter into an agreement regarding James Weninger ‘s post retirement work;

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

1. James Weninger will be re-hired for the remainder of the 2023-24 school year on the Master’s lane step 25. This new contract will start on a date to be determined between James Weninger and the building administration. James Weninger will be entitled to any improvements to the salary schedule that are negotiated and ratified in the new collective bargaining agreement. James Weninger will be responsible for all staff expectations during the school year.
2. James Weninger will be scheduled a 6th class for the remainder of the 2023-24 school year and will be compensated according to the master agreement.;
3. The District will continue to provide James Weninger with family health insurance on the same terms as a regular, full-time teacher until December 31st, 2023.
4. James Weninger will be assigned the extra curricular assignment of FFA for the 2023-24 school year. He will be compensated for this assignment as stipulated in the master agreement.
5. James Weninger will receive all benefits for the remainder of the 2023-24 school year. In addition, any accumulated benefits from previous years will be included in the new agreement for the 2023-24 school year.

6. James Weninger will receive the Post Retirement Health care savings arrangement, as stated in the MOU in the master agreement at the conclusion of the 2023-24 school year. This payment will be paid out within 60 days of the end of the school year.
 - a. Determined by the ratified 2023-25 agreement.
 - b. If there is no ratified agreement by June 1, 2024, then the amount will be \$20000.
 - c. If the Post Retirement Health care savings arrangement is removed from the ratified agreement, then the stipend amount will be \$0.

This Agreement constitutes the entire agreement between the parties relating to James Weninger’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 James Weninger’s employment. This agreement does not set a precedent for the future.

IN WITNESS WHEREOF, the parties have entered into this 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: _____ by _____
ED MN HLWW

Date: _____ by _____
James Weninger

Independent School District No. 2687, Howard Lake Waverly Winsted

Date: _____ by _____
School Board Chair

Date: _____ by _____
[Authorized Representative]