

## **EXTENDED LEAVE OF ABSENCE AGREEMENT AND GENERAL RELEASE**

This Extended Leave of Absence Agreement and General Release ("Agreement") is entered into by Independent School District No. 256, Red Wing Public Schools ("District"), Teacher B, and Education Minnesota Red Wing ("Union") for the purpose of reaching mutual consent and agreement on the terms and conditions of an extended leave of absence.

WHEREAS, Teacher B is a teacher in the School District who qualifies for an extended leave of absence in accordance with Minn. Stat. § 122A.46, § 354.05, and § 354.094; and

WHEREAS, the Union is the exclusive representative for the teachers' bargaining unit; and

WHEREAS, Teacher B wishes to obtain an unpaid extended leave of absence and the District is willing to grant such leave; and

WHEREAS, Teacher B wishes to accrue additional years of Minnesota Teachers' Retirement Association ("TRA") service credit while on extended leave of absence; and

WHEREAS, Teacher B has had an opportunity to consult with the Union and legal counsel, and is fully advised of her rights under Minn. Stat. § § 122A.40, 122A.46 and 354.094, other state and federal laws, and agreements governing the terms and conditions of her employment.

NOW, THEREFORE, the parties agree to the following:

- 1. MUTUAL CONSENT TO EXTENDED LEAVE.** The parties mutually consent to Teacher B's extended leave of absence under Minn. Stat. § 122A.46 beginning at the end of the 2021-2022 school year and continue until the end of the 2024-2025 school year, subject to the provisions of Minn. Stat. § 122A.46, unless Teacher B resigns prior to that date.
- 2. SERVICE CREDIT CONTRIBUTIONS.** Pursuant to and in accordance with Minn. Stat. § 354.094 and § 354.42, the District shall pay both the employer and employee's contributions to Teacher B's TRA account during her extended leave of absence.
- 3. REINSTATEMENT, SENIORITY AND CONTINUING CONTRACT RIGHTS.** The parties acknowledge that Teacher B retains only the reinstatement rights under Minn. Stat. § 122A.46, subd. 3 to a position for which Teacher B is licensed at the beginning of any school year which immediately follows a year of the extended leave of absence, unless the Teacher B fails to give timely notice in accordance with Minn. Stat. § 122A.46, subd. 3, or has taken a full-time or part-time position as a teacher in another Minnesota school district while on extended leave. If reinstated after the extended leave of absence, Teacher B shall, in accordance with Minn. Stat. § 122A.46, subd. 4, retain seniority and continuing contract rights "as though the teacher

had been teaching in the District during the period of the extended leave." The period of time on extended leave of absence shall not be counted in the determination of Teacher B's salary upon reinstatement.

4. **END OF LEAVE.** If Teacher B has not provided timely notice of reinstatement in accordance with Minn. Stat. § 122A.46, subd. 3 prior to June 30, 2025, she shall be deemed to have resigned from her position with the District as of that date. Also, Teacher B must immediately notify the District, in writing, if he/she obtains employment with other Minnesota school district during her leave of absence. The leave under this Agreement shall terminate effective with the start date of such employment, and Teacher B will be deemed to have resigned from her employment with the District as of that date.
5. **REPAYMENT UPON REINSTATEMENT.** The parties agree that in the event Teacher B elects to be reinstated to active employment with the District at any time during or upon the expiration of the leave of absence, Teacher B shall pay to the District an amount representing all amounts paid by the District to Teacher B or on Teacher B's behalf during the leave of absence, specifically including, but not limited to, all amounts paid pursuant to Paragraph 2 above. Teacher B acknowledges that no service credit contributions paid to TRA under Paragraph 2 shall be available to repay the sums due to the District under this Paragraph. The sum owed shall be due and payable to the District upon receipt of Teacher B's written intent to be reinstated. If Teacher B fails to make such payment within 30 days of notice by the District, he/she hereby agrees to an entry of judgment against her and in favor of the District in a court of competent jurisdiction. Teacher B further agrees that he/she shall pay any and all costs incurred by the District in collecting amounts owed to it pursuant to this Section.
6. **RELEASE OF CLAIMS.** In consideration of the mutual agreements and provisions of this Agreement, Teacher B releases the District from each and every claim, demand, charge, action and cause of action of any kind or matter at law or in equity, contract or tort which Teacher B has ever had, now has or may ever have, by reason of or arising out of any matter, cause or event occurring on or prior to the execution of this Agreement, whether or not arising out of or in connection with her employment, and whether or not any such claim is presently known to Teacher B ("Released Claims").

Teacher B understands and agrees that "Released Claims" include but are not limited to the waiver of all rights and claims against the District under all local, state and federal constitutions, statutes, laws, ordinances, regulations and orders, including but not limited to claims under the Minnesota Human Rights Act, the Minnesota Whistleblower's Act, the Minnesota Government Data Practices Act ("MGDPA"), the federal Title VII of the Civil Rights Act of 1964, the federal Americans with Disabilities Act, the federal Age Discrimination in Employment Act, and the federal Family Medical Leave Act, and all common law claims, and he/she acknowledges that

he/she has had the right to seek legal counsel to advise her regarding the terms of this Agreement.

“Released Claims” do not include claims that may arise after this Agreement is executed or claims that cannot be released under applicable law.

7. **RIGHT OF RESCISSION.** Solely to preserve any claims under Minn. Stat. § 363 of the Minnesota Human Rights Act (“MHRA”), Teacher B may rescind this Release within fifteen (15) calendar days of signing the Agreement. Solely to preserve any claims under the federal Age Discrimination in Employment Act (“ADEA”), Teacher B may rescind this Release within seven (7) calendar days of signing the Agreement. To be effective, Teacher B’s written notice of rescission must be delivered to the District in care of Superintendent Karsten Anderson, Red Wing Public Schools, 2451 Eagle Ridge Drive, Red Wing, Minnesota 55066, either by hand or by mail. If sent by mail, it must be properly addressed to the District in care of Superintendent Anderson, and sent by certified mail, return receipt requested and postmarked within the applicable 15-day (MHRA) or 7-day (ADEA) period.

Teacher B agrees that if he/she exercises any right of rescission, the District may, at its option, either nullify this Agreement in its entirety or, by honoring its obligations under this Agreement, keep the Agreement in effect except as to the rescinded claims. In the event the District opts to nullify the entire Agreement following Teacher B’s exercise of any right of rescission, neither party will have any rights or obligations whatsoever under this Agreement. In the event Teacher B exercises any right of rescission and the District opts to keep the Agreement in effect, all other rights and obligations of the Parties under this Agreement shall be enforceable, including but not limited to the extended leave of absence and related conditions as described in Paragraphs 1 through 5.

8. **WARRANTY, COVENANT NOT TO SUE AND DEFENSE TO FUTURE CLAIMS.** Teacher B hereby warrants that he/she has not filed any claim against the District as of the date he/she executes this Agreement. In addition, Teacher B agrees not to take legal or administrative action against the District on the basis of any of the Released Claims, and that this Agreement shall constitute a complete defense to any claim, suit or action by Teacher B against the District arising out of any or all of the Released Claims.
9. **TIME TO CONSIDER.** Teacher B acknowledges that he/she has been granted at least twenty-one (21) days within which to consider the terms of this Agreement and that he/she has been advised in writing to consult with legal counsel prior to executing it. Teacher B also acknowledges that if he/she executes this Agreement prior to the expiration of twenty-one (21) days or chooses to forego the advice of legal counsel, he/she does so freely and knowingly, and waives any claim that such actions would affect the validity of this Agreement. Teacher B further acknowledges that no change

to this Agreement and its attachments, whether or not material, will restart the twenty-one (21) day period.

10. **INSURANCE.** Teacher B will be allowed to continue to participate in the District's group health insurance plans during the period of her leave of absence, subject to the terms of the District's insurance carrier and plans. If Teacher B continues to participate in the District's group health and dental insurance plans, he/she shall pay the full cost of the monthly premiums. It is understood and agreed that eligibility for benefits shall be governed by the terms of the insurance policies, and no claims shall be made against the District as a result of the denial of insurance benefits by an insurance carrier.
11. **TRA.** It is specifically understood and agreed that any issues regarding benefits from TRA which relate to Teacher B's leave of absence, any subsequent resignation, or any other matter are strictly between Teacher B and TRA representatives. The District shall have no responsibility or liability for TRA issues and Teacher B hereby releases, indemnifies and holds the District harmless as to any disputes, claims or any other matters arising out of TRA benefits or payments.
12. **NON-PRECEDENT.** This Agreement does not constitute a precedent regarding leaves of absence or any other provision of collective bargaining agreements or the School District's personnel policies. Further, this Agreement will have no effect whatsoever on the interpretation of any collective bargaining agreement and neither Teacher B nor the Union will contend that it does. This Agreement does not establish a past practice.
13. **ENTIRE AGREEMENT.** This is the entire agreement between the parties. It supersedes all prior agreements and understandings between the parties relating to Teacher B's employment. This Agreement may not be changed or terminated orally. No modification, termination or attempted waiver of any of the provisions of this Agreement shall be valid unless in writing signed by the party against whom enforcement is sought.
14. **SUCCESSORS AND ASSIGNS.** The parties agree that this Agreement shall be binding upon and inure to the benefit of all parties and their respective representatives, predecessors, heirs, successors and assigns. However, no assignment of rights under this Agreement shall be effective by either party without the written consent of the other.
15. **ENFORCEABILITY.** Should any provision of this Agreement be determined by any arbitrator or court of competent jurisdiction to be unenforceable, the legality, validity, and enforceability of the remaining provisions shall not be affected, and such unenforceable provision shall be deemed not to be a part of this Agreement

Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
Teacher B

Date: \_\_\_\_\_, 2022

Education Minnesota Red Wing

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

Independent School District No. 256  
Red Wing, Minnesota

By: \_\_\_\_\_

Its: \_\_\_\_\_