

Memorandum of Understanding  
Extended Leave of Absence for Kelly Hanson

WHEREAS, Kelly Hanson (“Teacher”) requested a three-year extended leave of absence to become a “Student Advisor” at an online charter school in Minnesota;

WHEREAS, Section 10.3 of the 2019-21 Master Agreement (“Agreement”) between Independent School District #256 (“School District”) and Education Minnesota Red Wing (“Association”) states in part:

Subd.1. An extended leave of absence without pay may be granted to full-time teachers at the discretion of the School Board, for a fixed duration not to exceed three (3) years, for such purposes as graduate study, travel abroad, exchange teaching, illness or injury, family hardships, or other purposes approved by the School Board.

Subd.4. A teacher who accepts a teaching position in another school district during the extended leave of absence shall not be reinstated and shall be deemed as having resigned from the School District.

Subd.9. Teachers must submit a signed letter to the Superintendent requesting an extended leave of absence without pay detailing the purpose and timing of the leave. The request must be submitted by February 1 for a leave taking effect at the beginning of the following school year or by October 1 for a leave taking effect at the beginning of second semester.

WHEREAS, M.S. 123E.12, Subd.6. states:

“If a teacher employed by a district makes a written request for an extended leave of absence to teach at a charter school, the district must grant the leave. The district must grant a leave not to exceed a total of five years. Any request to extend the leave shall be granted only at the discretion of the school board. The district may require a teacher to make the request for a leave or extension of leave before February 1 in the school year preceding the school year in which the teacher intends to leave, or February 1 of the calendar year in which the teacher's leave is scheduled to terminate. Except as otherwise provided in this subdivision and section 122A.46, subdivision 7, governing employment in another district, the leave is governed by section 122A.46, including, but not limited to, reinstatement, notice of intention to return, seniority, salary, and insurance.”

WHEREAS, the Teacher requested the Extended Leave of Absence on September 1, 2020, which is after deadlines outlined in the Agreement and M.S. 123E.12;

WHEREAS, on or before February 1<sup>st</sup>, the Teacher could not have anticipated the impact of COVID-19 on her teaching position in the School District for the 2020-21 school year;

WHEREAS, the Teacher desires to work remotely largely due to COVID-19;

WHEREAS, the School District and Association desire to grant the Teacher's request as a one-time exception to the provisions of Section 10.3 of the Agreement;

WHEREAS, the School District has determined that the position does not need to replace the Teacher's position prior to the granting of an Extended Leave of Absence for the Teacher;

NOW, THEREFORE, the parties agree to the following:

1. The Teacher shall be granted an Extended Leave of Absence from the day after board approval until the end of the 2022-23 school year;
2. All terms and conditions outlined in the Agreement, including the terms of Section 10.3, shall remain in full force unless modified in subsequent agreements;
3. This Memorandum of Understanding and the granting of this extended leave of absence will not affect any terms or conditions of the current contract, will not be construed as an admission of liability by any party, and will not be used as evidence of any past practice or precedent with respect to the granting or denial of extended leaves of absence or as to the interpretation of Section 10.3 of the Agreement.

FOR THE ASSOCIATION

FOR THE SCHOOL DISTRICT:

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

Dated this \_\_\_\_ day of

Dated this \_\_\_\_ day of

\_\_\_\_\_, 2020.

\_\_\_\_\_, 2020.