

Memorandum of Understanding

1. [REDACTED] has been employed by I.S.D. NO. 256, Red Wing (the District) for the past [REDACTED] years and is a member of the Red Wing Education Support Personnel Association (the Union).
2. [REDACTED] has applied for use of the sick leave bank as defined in the RWESPA collective bargaining agreement for 2017-2019 (the CBA) and has supplied documentation as requested. [REDACTED] has not met the 90-consecutive day absence requirement specified in the CBA.
3. [REDACTED] may qualify for long term disability (LTD) benefit from the District's LTD carrier, but that will not be until after she has missed 90 days of work due to the requirement of the LTD policy.
4. The parties recognize that there are unique circumstances regarding [REDACTED] situation, including but not limited to: her long-term service to the District, the serious nature of her medical condition and the exhaustion of her sick leave benefits.
5. Based on all of the above, the District and the Union agree that the Union will be able to request that members of the bargaining unit donate one or more of their own sick leave days to [REDACTED], as outlined in Article 14, Section 14.2 subd. 5 of the 2017-2019 CBA, even though [REDACTED] does not meet the criteria of being unable to perform her normal work duties for a period of 90 or more consecutive calendar days pursuant to Section 14.2. Pursuant to that subdivision, donated days will be used on a first donated, first used basis and will not be deducted from that donor's sick leave account unless and until days are used.
6. Section 14.2 subd. 3 shall be excluded from this MOU.
7. Donated days will be applied retroactively back to [REDACTED] first unpaid sick day (January 8, 2020).
8. Members of the RWESPA must notify the District within 30 days of the date of this MOU of their intent to donate a sick day.
9. If [REDACTED] is awarded retroactive LTD benefits or for any other reason there are (a) unused sick leave days donated by members of the unit or (b) used sick leave days donated by members of the unit that result in [REDACTED] being paid an amount in excess of her correctly daily sick leave amount, [REDACTED] agrees that she will reimburse the District all such monies described in (a) and (b).
10. If the District received any monies described in (9) above from [REDACTED], those monies will be reimbursed/credited to each sick leave donor's sick leave account.
11. The parties agree that this MOU is a one-time, non-precedent setting agreement that only applies to [REDACTED] and her current medical condition.
12. The parties agree that this MOU constitutes private personnel data pursuant to Minn. STAT.13.43.

Dated: 5/5/2020
Lori J. Mitchell
Lori Mitchell, President RWESPA

Dated: _____

I.S.D No. 256, Red Wing

Dated: _____

[REDACTED]