

AGREEMENT TO EXTEND PROBATIONARY PERIOD

This Agreement is entered into by and between Independent School District No. 15, St. Francis (“District”) and Jennifer Dupre (“Dupre”).

WHEREAS, the District and the Association are parties to a collective bargaining agreement (“CBA”) governing the general terms and conditions of employment for instructional program supervisors employed by the District;

WHEREAS, Minnesota Statutes changed to allow adult basic education (ABE), early childhood family education (ECFE) teachers, and preschool instructors to obtain tenure or continuing contract.;

WHEREAS, Minnesota Statutes section 122A.40, subdivision 5, states, in relevant part: “The first three consecutive years of a teacher’s first teaching experience in Minnesota in a single district is deemed to be a probationary year of employment, and after completion thereof, the probationary period in each district in which the teacher is thereafter employed shall be one year”;

WHEREAS, Dupre is a supervisor who is currently in a probationary year of employment with the District;

WHEREAS, the Superintendent is charged with the responsibility of making a recommendation to the School Board, but the School Board has the statutory authority to decide whether the annual contract of a probationary employee will be renewed;

WHEREAS, the District’s School Board has not decided whether it will renew Dupre’s annual contract for the 2026-2027 school year;

WHEREAS, Dupre’s annual contract will automatically renew and she will attain non-probationary status under Minnesota Statutes section 122A.40, unless the School Board gives her written notice before July 1, 2026, that it is not renewing her annual contract;

WHEREAS, Dupre understands that she is under no obligation to sign this Agreement;

WHEREAS, Dupre has reviewed her rights under the CBA and Minnesota Statutes section 122A.40, and she has carefully considered her options; and

WHEREAS, Dupre understands that her options include, but are not necessarily limited to, the following:

1. Dupre can choose to sign this Agreement. If she signs this Agreement, Dupre understands that she will be agreeing to extend her probationary period of

employment for one year, and that she will be waiving certain rights under the CBA and Minnesota Statutes section 122A.40. If Dupre signs this Agreement, the School Board would then have the following options: (a) approve this Agreement and, thereby, renew Dupre's annual contract for one year; (b) reject this Agreement and give Dupre written notice of non-renewal before July 1, 2026; or (c) take no action, in which case Dupre would attain non-probationary status after July 1, 2026.

2. Dupre can choose not to sign this Agreement. The School Board would then have the following options: (a) give Dupre written notice of non-renewal before July 1, 2026; (b) take no action, in which case Dupre would attain non-probationary status after July 1, 2026; or (c) take affirmative action to renew Dupre's annual contract, in which case Dupre would attain non-probationary status after July 1, 2026.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises contained in this Agreement, including the relinquishment of certain rights, Dupre and the District now agree as follows:

1. **Waiver of Rights and Extension of Probationary Period.** Dupre knowingly and voluntarily waives her right to the probationary period described in Minnesota Statutes section 122A.40. Dupre agrees to extend the statutory probationary period for one additional year, which will run from July 1, 2026 through June 30, 2027. In addition, for the 2026-2027 school year, Dupre waives all rights that are afforded to non-probationary "teachers" (sometimes referred to as "continuing contract teachers" or "tenured teachers") under Minnesota law or the CBA.

2. **Contract for 2026-2027 School Year.** The District will offer Dupre an annual contract for the 2026-2027 school year. During the 2026-2027 school year, Dupre's employment rights will be the same, and no greater than, the employment rights of a probationary supervisor under the CBA and Minnesota Statutes section 122A.40.

3. **Right to Non-Renew or Discharge.** This Agreement does not constitute a guarantee of employment. The School Board may or may not renew Dupre's 2026-2027 contract as it sees fit, provided it gives notice of non-renewal before July 1, 2027. In addition, at any time during the 2026-2027 school year, the District may terminate Dupre's annual contract by discharging her for cause, effective immediately, after a hearing held upon due notice, or as otherwise permitted by law.

4. **No Undue Influence.** Dupre affirms that neither the District nor any of its officers, employees, agents or representatives has in any way pressured, coerced, or unduly influenced her to sign this Agreement. Dupre further affirms that she is voluntarily signing this Agreement because of the benefits it provides to her.

5. **Knowledge of Rights.** Dupre has had the opportunity to consult with legal counsel regarding this Agreement, the CBA, and her rights under Minnesota Statutes section 122A.40. Dupre affirms that she has a full and complete understanding of her rights, her options, and the terms of this Agreement.

6. **No Precedent or Practice.** This Agreement may not be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA. No party may submit this Agreement in any proceeding as evidence of a precedent or practice.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the extension of Dupre's probationary period of employment. The terms of this Agreement are contractual and legally binding. This Agreement supersedes any and all prior agreements between the parties relating to the extension of Dupre's probationary period of employment. No party has relied upon any statements, representations, or promises that are not set forth in this Agreement. No changes to this Agreement will be valid or enforceable unless they are in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have knowingly and voluntarily entered into this Agreement on the dates shown by their signatures. This Agreement will not take effect unless and until it is approved by the District's School Board and is fully executed.

EMPLOYEE

Jennifer Dupre

Date

**INDEPENDENT SCHOOL DISTRICT NO. 15,
ST. FRANCIS**

School Board Chair

Date

School Board Clerk

Date