

## **AGREEMENT TO EXTEND PROBATIONARY PERIOD**

This Agreement to Extend the Probationary Period (“Agreement”) is entered into by and between Intermediate School District 917 (“District”), and Hawa Salad, (“Salad”) and Education Minnesota Local 3904 (“Union”).

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers employed by the District;

WHEREAS, the District employs Salad as a teacher;

WHEREAS, Minnesota Statutes section 122A.40, subdivision 5, states that the first three consecutive years of a teacher’s first teaching experience in a single district or a single charter school in Minnesota or in another state 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, all parties agree that Salad is in a probationary period of employment in the District;

WHEREAS, District administrators would like additional time for Salad to obtain the correct teaching licensure in English as Second Language “(ESL)” field through an accredited program or through the portfolio option with Professional Educator Licensing and Standards Board (“PELSB”);

WHEREAS, District administrators are 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, to date the District’s School Board has not decided whether it will renew Salad’s annual contract for next school year; and

WHEREAS, Salad has reviewed the rights provided under the CBA and Minnesota Statutes section 122A.40, and they have carefully considered the available options;

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

1. **Options.** Salad understands that they are under no obligation to enter into this Agreement. If Salad chooses to sign this Agreement, Salad understands that they will be agreeing to extend the probationary period of employment for one year, and that they will be waiving certain rights under the CBA and Minnesota Statutes section 122A.40. If they choose not to sign this Agreement, the School Board may vote to give Salad written notice of non-renewal before July 1, 2025, or it may take no action, in which case Salad would attain non-probationary status after June 30, 2025.

2. **Waiver of Rights and Extension of Probationary Period.** By signing this Agreement, Salad knowingly and voluntarily waives their right to the probationary period described in Minnesota Statutes section 122A.40. Salad agrees to extend the statutory probationary period for one additional year, which will run from July 1, 2025 through June 30, 2026. In addition, for the 2025-26 school year, Salad waives all rights that are afforded to non-probationary certified employees (sometimes referred to as “continuing contract” or “tenured” employees) under Minnesota law or the CBA.

3. **Contract for 2025-26 School Year.** The District will offer Salad a probationary teaching contract for the 2025-26 school year. During the 2025-26 school year, Salad’s employment rights will be the same, and no greater than, the employment rights of a probationary teacher under the CBA and Minnesota Statutes section 122A.40.

4. **Right to Non-Renew or Discharge.** This Agreement does not constitute a guarantee of employment. The School Board may or may not renew Salad’s 2025-26 contract as it sees fit, provided it gives notice of non-renewal before July 1, 2026. In addition, at any time during the 2025-26 school year, the District may terminate Salad’s annual contract by discharging them for cause after a hearing held upon due notice, or as otherwise permitted by law for a probationary teacher.

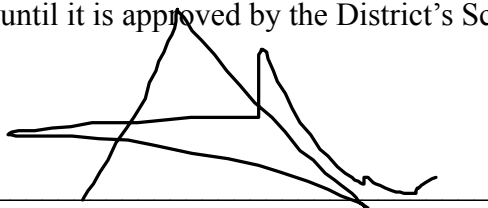
5. **No Undue Influence.** Salad affirms that neither the District nor any of its employees or representatives has in any way pressured, coerced, or unduly influenced them to sign this Agreement. Salad is voluntarily signing this Agreement because of the benefits it provides.

6. **Knowledge of Rights.** Salad has had the opportunity to consult with a Union representative or with legal counsel regarding this Agreement, the CBA, and their rights under Minnesota Statutes section 122A.40. Salad affirms that they understand their rights, their options, and the terms of this Agreement.

7. **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.

8. **Entire Agreement.** This Agreement reflects the entire agreement between the parties relating to the extension of Salad's probationary period of employment. The terms of this Agreement are legally binding. This Agreement supersedes any prior agreements between the parties relating to the extension of Salad's probationary period of employment. No party has relied upon any statements, representations, or promises that are not expressly stated in this Agreement. No changes to this Agreement will be valid or enforceable unless they are in writing and signed by all parties. A signed copy of this Agreement will have the same legal effect as the original.

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 Signature

5/1/25

Date

Local 3904 President

School Board Chair Signature

Local 3904 Lead Negotiator

School Board Clerk Signature

School Board Meeting Review Date: May 6, 2025



School Board Chair

Date

School Board Clerk

Date