

## **AGREEMENT TO EXTEND PROBATIONARY PERIOD**

This Agreement is entered into by and between Independent School District No. 22, Detroit Lakes ("District") and Rayna Jorgenson ("Employee").

WHEREAS, Minnesota Statutes section 122A.40, subdivision 5, states: "The first three consecutive years of a teacher's first teaching experience in Minnesota in a single district are deemed to be probationary years of employment, and after completion thereof, the probationary period in each district in which the teacher is thereafter employed shall be one year." Paragraph (F) states: "Notwithstanding any law to the contrary, a teacher who has taught for three consecutive years in a single school district or single charter school in Minnesota or another state must serve a probationary period of no longer than one year in a Minnesota school district."

WHEREAS, Employee is a teacher who completed her first year of employment with the District in 2025-26; and

WHEREAS, Employee had previously completed a 3-year probationary period in another state; and

WHEREAS, the District would like to offer a teaching contract to Employee for the 2026-27 school year; and

WHEREAS, unless otherwise specified, upon offer and acceptance of the contract, the Employee would attain non-probationary status under Minnesota Statutes section 122A.40; and

WHEREAS, District administrators believe they have not had an adequate opportunity to determine whether Employee consistently demonstrates the knowledge and skills expected of a non-probationary teacher in the District;

THEREFORE, The District would like to offer Employee a contract for the 2026-27 school year and extend her probationary period for one additional school year.

AND, Employee understands she is under no obligation to sign this Agreement;

WHEREAS, Employee has reviewed her rights under Minnesota Statutes section 122A.40, and has carefully considered her options; and

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

1. Employee can choose to sign this Agreement. If she signs this Agreement, Employee 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 Minnesota Statutes section 122A.40. If Employee signs this Agreement, the School Board would then have the following options: (a) approve this Agreement and, thereby, hire the Employee offering her an annual contract for one year; (b) reject this Agreement and not approve a subsequent contract which would result in board action of non-renewal; or (c) take no action, in which the board would take action to non-renew employee;

2. Employee can choose not to sign this Agreement. The School Board would then: (a) act to terminate employee's annual contract, thus the board would act to non-renew employee;

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

1. **Waiver of Rights and Extension of Probationary Period.** Employee knowingly and voluntarily waives her right to the probationary period described in Minnesota Statutes section 122A.40. Employee 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, Employee waives all rights that are afforded to non-probationary teachers (sometimes referred to as "continuing contract teachers" or "tenured teachers") under Minnesota law.
2. **Contract for 2026-2027 School Year.** The District will offer Employee an annual contract for the 2026-2027 school year. During the 2026-2027 school year, Employee's employment rights will be the same, and no greater than, the employment rights of a probationary teacher under 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 Employee'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 (provided the extension of the probationary period is agreed upon by all parties), the District may terminate Employee's annual contract by discharging her as provided by law.
4. **No Undue Influence.** Employee affirms that neither the District nor any of its officers, employees, agents or representatives has in any way pressured, coerced, or unduly influenced Employee to sign this Agreement. Employee further affirms

that she is voluntarily signing this Agreement because of the benefits it provides to her.

5. **Knowledge of Rights.** Employee has had the opportunity to consult with a Union representative and with legal counsel regarding this Agreement, the collective bargaining agreement, and his rights under Minnesota Statutes section 122A.40. Employee affirms that she has a full and complete understanding of her rights, options, and the terms of this Agreement.
  
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the extension of Employee'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 Employee'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**

  
\_\_\_\_\_  
Rayna Jorgenson

5-12-06  
\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT 22,  
DETROIT LAKES**

By \_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

By \_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

