

AGREEMENT TO EXTEND PROBATIONARY PERIOD

This Agreement is entered into by and between Carrie Walz, Education Minnesota Buffalo and Independent School District No. 877. The Employee, the Union, and the District are collectively referred to as the parties.

WHEREAS, the Union and the District are parties to a Collective Bargaining Agreement (“CBA”) governing the general terms and conditions of employment for teachers who are employed by the District;

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 is deemed to be a probationary period of employment, and after completion thereof, the probationary period in each district in which the teacher is thereafter employed shall be one year”;

WHEREAS, Carrie Walz is currently in a probationary period of employment with the District because Carrie Walz first taught for the District during the 2009-10 school year;

WHEREAS, the District’s Administration requires Carrie Walz to attain Highly Qualified status per No Child Left Behind (NCLB) requirements during the 2012-13 school year;

WHEREAS, the District’s School Board ultimately decides whether the annual contract of a probationary employee will be renewed;

WHEREAS, Minnesota Statutes section 122A.40, subdivision 5, states: “during the probationary period any annual contract with any teacher may or may not be renewed as the school board shall see fit,” but “the board must give any teacher whose contract it declines to renew for the following school year written notice to that effect before July 1”;

WHEREAS, Carrie Walz understands that she is under no obligation to sign this Agreement and that she has the following choices:

- (1) Carrie Walz can sign this Agreement. By signing this Agreement, Carrie Walz would be agreeing to waive certain rights under Minnesota Statutes section 122A.40, and she would be agreeing to extend the probationary period of employment for one additional school year beginning July 1, 2012 and ending June 30, 2013. If Carrie Walz signs this Agreement, the School Board would have the option to approve this Agreement and, thereby, renew Carrie Walz’s annual contract for one year;
- (2) Carrie Walz can choose not to sign this Agreement. The School Board will take action to non-renew Carrie Walz’s annual contract and will provide her with written notice;

WHEREAS, having carefully considered her options, which are not necessarily limited to the options identified above, Carrie Walz desires to enter into this Agreement for the certainty and other benefits it provides;

NOW, THEREFORE, IN CONSIDERATION OF the forgoing and the mutual promises contained in this Agreement, including the relinquishment of certain rights and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Waiver of Rights and Extension of Probationary Period.** Carrie Walz hereby knowingly and voluntarily waives her right to a three-year probationary period under Minnesota Statutes section 122A.40. Carrie Walz agrees to extend the statutory probationary period for one additional year, which will run from July 1, 2012 through June 30, 2013. In addition, for the 2012-2013 school year, Carrie Walz waives all contractual and statutory rights that are afforded to non-probationary teachers (sometimes referred to as “tenure” rights or “continuing contract”).

2. **Contract for 2012-2013.** The District hereby offers Carrie Walz an annual contract for the 2012-2013 school year. During 2012-2013 school year, Carrie Walz’s employment rights will be the same, and no greater than, the employment rights of a probationary employee under the CBA and Minnesota Statutes section 122A.40. Nothing in this Agreement may be construed to confer upon Carrie Walz the status or rights of a non-probationary, continuing contract, or tenured teacher.

3. **Right to Non-Renew or Discharge.** This Agreement does not constitute a guarantee of employment. Under the terms of this Agreement, the District’s School Board may or may not renew Carrie Walz’s 2012-2013 annual contract as it sees fit, provided it gives notice of non-renewal before June 1, 2013. In addition, at any time during the 2012-2013 school year, the District may terminate Carrie Walz’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 Coercion or Undue Influence.** Carrie Walz hereby states and affirms that neither the District nor any of its Board members, officers, employees, agents, or representatives has in any way pressured, coerced, or unduly influenced her to sign this Agreement. Carrie Walz also affirms that she is voluntarily signing this Agreement because of the benefits it provides to her.

5. **Knowledge of Rights.** Carrie Walz has had the opportunity to consult with a Union representative or with legal counsel regarding the CBA, this Agreement, and the rights she is waiving under Minnesota Statutes section 122A.40. Carrie Walz hereby states that she has a full and complete understanding of her legal rights, her options, and the terms of this Agreement.

6. **Waiver of Right to File Grievance.** Carrie Walz and the Union hereby waive any right they may have, either individually or collectively, to file a grievance or pursue any other action against the District regarding this Agreement.

7. **No Precedent or Past Practice.** Nothing in this Agreement shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. No party may submit this Agreement in any proceeding as evidence of a precedent or practice.

8. **Equal Drafting.** In the event any party asserts a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter described in this document. The terms of this Agreement are contractual and are intended to be legally binding. This Agreement supersedes any and all prior agreements between the parties relating to the subject matter described in this document. 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 the parties.

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

EMPLOYEE

Date: _____
_____ Carrie Walz

AUTHORIZED REPRESENTATIVE OF EDUCATION MINNESOTA, BUFFALO

Date: _____
_____ Union President

INDEPENDENT SCHOOL DISTRICT NO. 877

Date: _____
_____ School Board Chair

Date: _____
_____ School Board Clerk