

**STATE OF MINNESOTA
IN COURT OF APPEALS**

A17-0788

A17-0903

Shannon Long,
Relator (A17-0788),

vs.

Independent School District No. 332, Mora, Minnesota,
Respondent (A17-0788),

and

Laurie Erickson,
Relator (A17-0903),

vs.

Independent School District No. 12, Centennial, Minnesota,
Respondent (A17-0903).

Filed January 22, 2018

Reversed

Reilly, Judge

Independent School District No. 332
Independent School District No. 12, Centennial

David Aron, Cedrick R. Frazier, Nicole M. Blissenbach, Education Minnesota, St. Paul,
Minnesota (for relators)

Kevin J. Rupp, Kristin C. Nierengarten, Rupp, Anderson, Squires & Waldspurger,
Minneapolis, Minnesota (for respondents)

Considered and decided by Rodenberg, Presiding Judge; Worke, Judge; and Reilly,
Judge.

S Y L L A B U S

The unambiguous language of Minn. Stat. § 122A.40, subd. 5 (2016), provides that a teacher who completes three consecutive years of teaching in a single Minnesota school district is entitled to a one-year probationary period in each subsequent Minnesota school district, not in a city of the first class, in which the teacher is later employed.

O P I N I O N

REILLY, Judge

Relators Shannon Long and Laurie Erickson challenge respondent school districts' decisions to nonrenew their teaching contracts. Relators argue that their prior completion of three consecutive years of teaching in a Minnesota school district entitled each of them to a one-year probationary period in respondent districts. Relators further argue that, by completing one year of teaching in respondent districts without adverse action from the districts, they completed their probationary periods and possessed continuing contracts. We conclude that Minn. Stat. § 122A.40, subd. 5, unambiguously provides that a teacher who completes three years teaching in a single Minnesota school district shall have a one-year probationary period in a subsequent Minnesota school district, not in a city of the first class, in which the teacher is later employed.¹ Because relators possessed continuing contracts that were not subject to nonrenewal, we reverse.

¹ Two distinct statutes govern teacher contracts. Minn. Stat. § 122A.40 (2016) governs teacher contracts in general. Minn. Stat. § 122A.41 (2016) governs teacher contracts in cities of the first class. Minn. Stat. § 410.01 (2016) defines the classes of cities and provides that a first class city is a city having more than 100,000 inhabitants. Minn. Stat. § 122A.41 is not at issue in this case.

FACTS

Shannon Long's Teaching History

Relator Shannon Long has been a licensed teacher in Minnesota since 2008. Long taught in the East Central School District for three consecutive years, from 2008 to 2011. At the end of the 2010-2011 school year, the East Central School District decided to nonrenew Long's contract at the end of her probationary period. Long then taught in the Cromwell-Wright School District for the 2011-2012 school year and the North Shore Community School for the 2012-2013 school year, and worked a number of substitute teaching positions during the 2013-2014 school year.

Long began teaching in respondent Independent School District No. 332, Mora (the Mora School District) in 2014. Long taught in the Mora School District for three consecutive years. In the spring of 2017, the Mora School District decided not to renew Long's contract for a fourth year. As part of its nonrenewal decision, the board for the Mora School District determined that Long had not obtained a continuing contract while working for the Mora School District and could be nonrenewed under Minn. Stat. § 122A.40, subd. 5, as a probationary teacher. The Mora School District did not allow Long to request a hearing, presumably because the board believed her to be a probationary teacher, and a probationary teacher does not have a right to a hearing upon notice of termination. See Minn. Stat. § 122.40, subd. 5. Long filed this certiorari appeal.

Laurie Erickson's Teaching History

Relator Laurie Erickson has been a licensed teacher in Minnesota since 1993. Erickson taught in the Forest Lake School District for three consecutive years, from 1998

to 2001. At the end of the 2000-2001 school year, the Forest Lake School District decided to nonrenew Erickson's teaching contract. From 2001 to 2010, Erickson worked for a private day-treatment program, Human Services, Inc., as a special-education teacher. Erickson then taught in Intermediate School District 287 from 2010 to 2013. In the spring of 2013, Erickson's teaching contract with Intermediate School District 287 was nonrenewed. Erickson then taught in the Cambridge Isanti School District during the 2013-2014 school year.

Erickson began teaching in respondent Independent School District No. 12, Centennial (the Centennial School District) in 2014. Erickson taught in the Centennial School District for three consecutive years. In the spring of 2017, the Centennial School District decided not to renew Erickson's contract for a fourth year. As part of its decision, the board for the Centennial School District determined that Erickson had not obtained a continuing contract while working for the Centennial School District, and could be nonrenewed under Minn. Stat. § 122.40, subd. 5, as a probationary teacher. The Centennial School District did not allow Erickson to make a request for a hearing, presumably because it believed her to be a probationary teacher, and a probationary teacher does not have a right to a hearing upon notice of termination. *See* Minn. Stat. § 122.40, subd. 5. Erickson filed this certiorari appeal, and we consolidated the Long and Erickson appeals.

ISSUE

Under Minn. Stat. § 122A.40, subd. 5, is a teacher who completes three years of teaching for a single Minnesota school district entitled to a one-year probationary period in subsequent employment with a different school district?

ANALYSIS

The Minnesota Court of Appeals' limited jurisdiction over review of school board decisions includes determining "whether the order or determination in a particular case was . . . [decided] under an erroneous theory of the law." *Dokmo v. Indep. Sch. Dist. No. 11*, 459 N.W.2d 671, 673 (Minn. 1990) (citations omitted). A writ of certiorari is the proper method to appeal a school board's decision. *Id.* at 673-74. A school district's interpretation of a statute is subject to de novo review by the Minnesota Court of Appeals. *Educ. Minn.-Chisholm v. Indep. Sch. Dist. No. 695*, 662 N.W.2d 139, 143 (Minn. 2003). "The court's goal in statutory interpretation is to give effect to the intention of the legislature in drafting the statute." *Id.*; *see also* Minn. Stat. § 645.16 (describing the court's role in interpreting a statute). "If the meaning of a statute is unambiguous, we interpret the statute's text according to its plain language. If a statute is ambiguous, we apply other canons of construction to discern the legislature's intent." *Brua v. Minn. Joint Underwriting Ass'n*, 778 N.W.2d 294, 300 (Minn. 2010) (quotation and citations omitted). "A statute should be interpreted, whenever possible, to give effect to all of its provisions; 'no word, phrase, or sentence should be deemed superfluous, void, or insignificant.'" *Am. Family Ins. Grp. v. Schroedl*, 616 N.W.2d 273, 277 (Minn. 2000) (quoting *Amaral v. St. Cloud Hosp.*, 598 N.W.2d 379, 384 (Minn. 1999)).

Relators argue that teaching for three consecutive years in a single Minnesota school district entitles a teacher to a one-year probationary period at a subsequent teaching job in a Minnesota school district. Respondents argue that only teachers who complete three consecutive years at a Minnesota school district and then also successfully gain

continuing-contract rights at that school district are entitled to a one-year probationary period in a subsequent Minnesota school district.

Minn. Stat. § 122A.40 (2016) is known colloquially as the Continuing Contract Law, and it determines how a probationary teacher earns continuing-contract rights in most² Minnesota school districts. Whether a teacher has probationary-contract or continuing-contract rights is significant because of the different procedures for termination under each. A probationary contract may be terminated by a school board's sole discretion, provided it gives "written notice to that effect before July 1."³ Minn. Stat. § 122A.40, subd. 5(a). The contract of a teacher with continuing-contract rights, on the other hand, may only be terminated by a "majority roll call vote of the full membership of the board" or by any criteria listed in subdivisions 10, 11, and 13 of the statute. *Id.*, subds. 7, 10, 11, 13. Also, prior to contract termination, a teacher with continuing-contract rights may request a hearing before an arbitrator to contest their termination. *Id.*, subd. 7.

Minn. Stat. § 122A.40, subd. 5(a), defines teacher probationary periods in the following way: "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, the probationary period in each district in which the teacher is thereafter employed shall be

² Minn. Stat. § 122A.41, a sister statute to the Continuing Contract Law, determines teacher tenure rights for "cities of the first class," including Minnesota's four largest cities: Minneapolis, Saint Paul, Duluth, and Rochester.

³ Minn. Stat. § 122A.40, subd. 5(b), provides an exception to this notice provision. A school board must discharge a probationary teacher immediately upon notice that the teacher's license has been revoked due to a conviction for child abuse or sexual abuse.

one year.” It is undisputed that relators each completed three consecutive years teaching in a single district in their first teaching experiences in Minnesota.

The statute does not contain language requiring teachers to achieve continuing-contract rights after their three-year probationary period in order to later be subject to a one-year probationary period. And this court will not “add words to a statute that [the Legislature] intentionally or inadvertently left out.” *Great River Energy v. Swedzinski*, 860 N.W.2d 362, 364 (Minn. 2015) (citation omitted). The statute is unambiguous.

Respondents argue that Minn. Stat. § 122A.40 is ambiguous because it does not define how the initial three-year probationary period ends. Respondents then argue that the language of subdivision 7 indicates that a teacher must successfully achieve continuing-contract rights in a Minnesota school district before being granted the privilege of having a one-year probationary period in a subsequent school district. Though we read the language of a statute “as a whole” and “in context with” all of its sections, respondents’ argument fails because the language of subdivision 7 does not support their argument. *Hans Hagen Homes v. City of Minnetrista*, 713 N.W.2d 916, 921 (Minn. App. 2006). Subdivision 7 describes how a “teacher who has completed a probationary period in any district, and who has not been discharged or advised of a refusal to renew the teacher’s contract under subdivision 5, shall elect to have a continuing contract in *such* district” Minn. Stat. § 122A.40, subd. 7 (emphasis added). Subdivision 7 does not contain language that places conditions on a teacher’s entitlement, under subdivision 5, to a one-year

probationary period in a *subsequent* Minnesota school district after completing a three-year probationary period.

Respondents further ask this court to consider a number of policy arguments, but we do not consider policy arguments when a statute is unambiguous. *See* Minn. Stat. § 645.16 (“When the words of a law . . . are clear and free from all ambiguity, the letter of the law shall not be disregarded under the pretext of pursuing the spirit.”). Respondents’ “policy arguments do not provide a basis for us to ignore the application of the plain language” of Minn. Stat. § 122A.40, so we will not consider them. *City of Brainerd v. Brainerd Invs. P’ship*, 827 N.W.2d 752, 758 (Minn. 2013).

Because relators each previously completed three consecutive years in a single Minnesota school district, they were entitled to one-year probationary periods in respondent school districts. Respondents could have nonrenewed relators’ teaching contracts after their first year of teaching by “discharg[ing] or advis[ing] [relators] of a refusal to renew [their] contracts.” Minn. Stat. § 122A.40, subd. 7. Because the districts did not nonrenew relators’ contracts after their first year of teaching, relators obtained continuing contracts that were to “remain in full force and effect” until properly terminated. *Id.* Under the statute, a continuing contract could only be terminated with a majority roll call of the full membership of the board or by other statutory criteria. *Id.*, subds. 7, 10, 11, 13. Respondents did not do so and, as a result, relators were denied the opportunity to request a hearing before an arbitrator. *Id.*, subds. 7, 15. Because relators had continuing contract rights, their contracts were improperly terminated by respondent districts.

D E C I S I O N

Minn. Stat. § 122A.40, subd. 5, unambiguously provides that teachers who complete three consecutive years of teaching in a single Minnesota school district are entitled to a one-year probationary period in subsequent school districts in which they teach. Accordingly, we reverse respondent school districts' nonrenewal of relators' teaching contracts.

Reversed.