

**STATE OF MINNESOTA
IN COURT OF APPEALS
A22-0776**

Resolution Relating to the Termination and Nonrenewal of the
Teaching Contract of a Probationary Teacher.

**Filed February 13, 2023
Affirmed
Bjorkman, Judge**

Independent School District No. 882

Debra M. Corhouse, Education Minnesota, St. Paul, Minnesota (for relator KellyAnn Lockrem)

John P. Edison, Abigail R. Kelzer, Rupp, Anderson, Squires, Waldspurger & Mace P.A., Minneapolis, Minnesota (for respondent ISD No. 882)

Considered and decided by Reilly, Presiding Judge; Bjorkman, Judge; and Cochran, Judge.

SYLLABUS

Teaching experience in a charter school does not constitute “teaching experience in Minnesota in a single district” for purposes of determining the probationary period of a teacher under the Minnesota Continuing Contract Law, Minn. Stat. § 122A.40 (2022).

OPINION

BJORKMAN, Judge

Relator challenges respondent school district’s decision not to renew her teaching contract. Relator argues that (1) her three consecutive years of teaching in a Minnesota charter school entitled her to a continuing contract after only a one-year probationary period in the district, and (2) the district’s decision not to renew her contract without

offering her a hearing violated her right to due process. Because we conclude that the probationary requirements of the Continuing Contract Law plainly provide that teaching experience in a Minnesota charter school does not constitute “teaching experience in Minnesota in a single district,” and because Lockrem therefore had no right to a hearing, we affirm.

FACTS

Relator KellyAnn Lockrem has been licensed to work as a school counselor since 2012. From 2015 to 2019, she worked as a school counselor for a charter school in Elk River. In July 2019, respondent Monticello Independent School District No. 882 hired Lockrem as a school counselor. Lockrem worked in that capacity from 2019 to 2022. On April 4, 2022, the district’s school board voted not to renew Lockrem’s contract.¹ Two days later, the district notified Lockrem of its decision. Lockrem requested a copy of the board’s resolution, which the district provided pursuant to Minn. Stat. § 122A.40, subd. 5(a).

Lockrem appeals by writ of certiorari.

ISSUES

- I. Under Minn. Stat. § 122A.40, subd. 5(a), is a teacher who completes three years of teaching in a single Minnesota charter school entitled to a one-year probationary period in subsequent employment with a school district?
- II. Did the district’s decision not to grant a hearing violate Lockrem’s right to due process?

¹ Lockrem’s brief suggests that the district decided not to renew her contract in retaliation for reporting sexual misconduct. But she acknowledges that the issue is not before this court. Accordingly, we do not address it.

ANALYSIS

A school district's decision not to renew a teacher's employment contract is subject to judicial review by certiorari. *Dokmo v. Indep. Sch. Dist. No. 11*, 459 N.W.2d 671, 673 (Minn. 1990). Under this deferential review, we will affirm unless the decision is unreasonable, arbitrary and capricious, unsupported by the evidence, or contrary to law. *Id.* Where, as here, a school district bases its decision on the interpretation of a statute, we review the decision de novo. *Educ. Minn.-Chisholm v. Indep. Sch. Dist. No. 695*, 662 N.W.2d 139, 143 (Minn. 2003).

Our goal when interpreting a statute is to give effect to the legislature's intent. *Walsh v. State*, 975 N.W.2d 118, 122 (Minn. 2022); *see also* Minn. Stat. § 645.16 (2022) (describing the court's role in interpreting statutes). To do so, we first consider whether the language of the statute is plain. *Walsh*, 975 N.W.2d at 122. Statutory language is plain when it is subject to only one reasonable interpretation, in which case we apply that interpretation. *Id.* When determining whether a statute's language is plain, we read the statute as a whole, give effect to all its provisions, and avoid conflicting interpretations. *Am. Family Ins. Grp. v. Schroedl*, 616 N.W.2d 273, 277 (Minn. 2000). Our analysis may include surrounding sections. *Cent. Hous. Assocs., LP v. Olson*, 929 N.W.2d 398, 402 (Minn. 2019). This is particularly appropriate when the statute in question is part of a set of laws that form a "coherent legislative policy." *State by Smart Growth Minneapolis v. City of Minneapolis*, 954 N.W.2d 584, 591 (Minn. 2021) (quotation omitted); *see also Olson*, 929 N.W.2d at 402 ("Sometimes the operation of a statutory provision only becomes clear when it is read in conjunction with the rest of the legislative act of which it

is a part.” (quotation omitted)). We discern the plain meaning of the statute by reading it “in harmony” with the other components of the policy. *Smart Growth Minneapolis*, 954 N.W.2d at 591; *see also City of St. Paul v. Eldridge*, 800 N.W.2d 643, 648 (Minn. 2011) (stating “we read the statute as a whole and turn to statutes relating to the same subject in order that we may avoid conflicting interpretations and give effect to all statutory provisions”).

If the statutory language is susceptible to more than one reasonable interpretation, it is ambiguous. *Spann v. Minneapolis City Council*, 979 N.W.2d 66, 73 (Minn. 2022). In that case, we consider the canons of statutory construction and legislative history to ascertain legislative intent. *Id.*; *see Tipka v. Lincoln Int’l Charter Sch.*, 864 N.W.2d 371, 374-75 (Minn. App. 2015) (considering the legislative history of a 2011 amendment to Minn. Stat. § 123A.55 to ascertain the statute’s meaning).

I. Teaching in a charter school does not constitute “teaching experience . . . in a single district” for the purposes of the Continuing Contract Law.

Chapters 120A-129C of the Minnesota Statutes comprise the “Education Code.” Minn. Stat. § 120A.01 (2022). Section 122A.40 of the Education Code “is known colloquially as the Continuing Contract Law, and it determines how a probationary teacher earns continuing-contract rights in most Minnesota school districts.” *Long v. Indep. Sch. Dist. No. 332*, 907 N.W.2d 228, 231 (Minn. App. 2018) (footnote omitted). Whether a teacher is probationary or has continuing-contract rights is significant. For instance, a school district has full discretion not to renew a probationary teacher’s annual contract as long as it notifies the teacher of its decision before July 1. Minn. Stat. § 122A.40,

subd. 5(a). By contrast, a school district may only discharge a teacher with continuing-contract rights by a “majority roll call vote of the full membership of the board” or for certain types of misconduct. *Id.*, subds. 7(a), 13. And a teacher with continuing-contract rights is entitled to a hearing before the school board or an arbitrator prior to discharge. *Id.*, subd. 7(a).

A teacher’s initial probationary period is “[t]he first three consecutive years of a teacher’s first teaching experience in Minnesota in a single *district*.” Minn. Stat. § 122A.40, subd. 5(a) (emphasis added). When subsequently employed in most other districts, a teacher is entitled to a probationary period of only one year. *Id.* If a teacher completes probation and the school district does not take action to end their contract, that teacher receives continuing-contract rights. *Id.*, subd. 7(a); *Long*, 907 N.W.2d at 232-33.

The parties’ central dispute is whether teaching in a charter school constitutes teaching “in a single district” for the purposes of the Continuing Contract Law. Both contend that the term “district” is unambiguous. But they offer different interpretations.

Lockrem argues that her three consecutive years of teaching² in the charter school qualifies as three years of teaching experience “in a single district.” As such, Lockrem asserts that she was entitled to a one-year probationary period in the district, that this period ended in 2020, and that she had a continuing contract with the district when it decided not to renew her contract. The district contends that Lockrem’s charter-school teaching

² School counselors are “teachers” for the purposes of Minnesota’s Education Code. Minn. Stat. §§ 122A.15 (defining “teachers” as “all persons employed in a public school . . . including . . . counselors”); 124E.03, subd. 1 (explaining that charter schools are public schools) (2022).

experience does not qualify as teaching experience “in a single district” and she was therefore subject to a three-year probationary period, which had not expired at the time the district decided not to renew her contract.

We begin our analysis by considering the legislature’s definitions. *State v. Rick*, 835 N.W.2d 478, 482 (Minn. 2013). The Education Code defines “district” as “school district”; it does not define “school district” or “charter school.” Minn. Stat. § 120A.05, subd. 8 (2022); *see also* Minn. Stat. § 122A.01 (incorporating definitions of section 120A.05). It classifies “districts” in four ways, as “common, independent, special, or *charter districts*,” Minn. Stat. § 123A.55 (2022) (emphasis added), and we have held that “charter districts” means “charter schools,” *Tipka*, 864 N.W.2d at 375. The parties agree that the classification statute does not resolve the issue of whether a charter school is a “district” for purposes of determining probationary periods under the Continuing Contract Law. *See* Minn. Stat. § 123A.55. We agree, so we turn to other language in the Education Code, beginning with the Continuing Contract Law itself.

The Continuing Contract Law contains only one reference to charter schools. Under Minn. Stat. § 122A.40, subd. 8(b)(11), “school districts *and charter schools* [must] provide for effective evaluator training specific to teacher development and evaluation.” (Emphasis added.) If we were to read “districts” under subdivision 5(a) to include “charter schools” as Lockrem urges, the term “charter schools” under subdivision 8(b)(11) would be superfluous. Because we assume that the legislature does not add unnecessary words to a statute, Lockrem’s interpretation is not reasonable. *See Schroedl*, 616 N.W.2d at 277

(stating that whenever possible a statute should be interpreted so that no word, phrase, or sentence is superfluous).

Our conclusion that the term “district” in the Continuing Contract Law may not reasonably be interpreted to include charter schools is supported by other provisions of the Education Code. As its name demonstrates, the Education Code is a set of related statutes that collectively effectuate Minnesota’s education policy. *See* Minn. Stat. § 120A.01 (providing citation). As such, we must consider this context. *See Smart Growth Minneapolis*, 954 N.W.2d at 591-93 (interpreting related environmental statutes together); *Olson*, 929 N.W.2d at 402-05 (interpreting multiple sections of the Tenant Remedies statutes together). Part of that context is chapter 124E, which governs charter schools. Minn. Stat. §§ 124E.01-.26 (2022). It provides that “[a] charter school is *exempt* from all statutes and rules applicable to a school, school board, or a *school district* unless a statute or rule is made specifically applicable to a charter school or is included in [chapter 124E].” Minn. Stat. § 124E.03, subd. 1 (emphasis added). In other words, under chapter 124E, laws that apply to school districts generally *do not* apply to charter schools *unless* the law expressly states otherwise. Indeed, it is precisely because of chapter 124E that the Education Code refers to “charter schools” in some—but not all—of its provisions. But nothing in the plain language of Minn. Stat. § 122A.40, subd. 5(a), expressly states that it applies to “charter schools.”

By contrast, other provisions of the Education Code clearly signal their application to charter schools. For example, the provision governing transfer of student records specifically states that it applies to “a district, a charter school, or a nonpublic school.”

Minn. Stat. § 120A.22, subd. 7 (2022). Similarly, the provision that addresses “E-learning Days” expressly applies to school districts and charter schools, indicating that the two are distinct. Minn. Stat. § 120A.414 (2022). And other parts of chapter 122A, which regulate teacher licensure, employment, and professional development, include school districts and charter schools. *See, e.g.*, Minn. Stat. §§ 122A.09, subd. 10(a) (authorizing “a school district or a charter school” to obtain licensing waivers to implement experimental learning or management programs); .22 (requiring a “school district or charter school” to verify teacher licensure); .414 (setting the requirements for alternative teacher-pay systems for “school districts” and “charter schools”) (2022). In short, the legislature knew how to make an Education Code provision applicable to charter schools. It did not do so in the provision deeming a teacher’s first three consecutive years of teaching “in a single district” to be a probationary period for purposes of the Continuing Contract Law.

In sum, Lockrem’s interpretation of the term “district” in Minn. Stat. § 122A.40, subd. 5(a), to include charter schools is not reasonable. We conclude that the plain meaning of “district” as used in Minn. Stat. § 122A.40 does not include charter schools.³

II. Because Lockrem did not have a continuing contract with the district, the district did not violate her right to due process.

As explained above, the term “district” does not include a “charter school” in determining a teacher’s continuing-contract rights under Minn. Stat. § 122A.40, subd. 5(a).

³ The parties argue that the legislative history of Minn. Stat. § 122A.40, subd. 5(a), supports their differing interpretations of the provision. Because we discern no ambiguity in the meaning of “district” under Minn. Stat. § 122A.40, subd. 5(a), we do not consider the legislative history.

Accordingly, Lockrem had not completed her probationary period at the time the district decided not to renew her contract. It is undisputed that the district advised Lockrem of its decision before the July 1 statutory deadline. *Id.* Because she does not otherwise contend—and the record does not reveal—that the district violated the Continuing Contract Law, we conclude that the district did not violate Lockrem’s right to due process.

DECISION

Minn. Stat. § 122A.40, subd. 5(a), plainly provides that teachers who complete three consecutive years of teaching in a Minnesota charter school are not entitled to a one-year probationary period in subsequent school districts. Because Lockrem did not have the right to a continuing contract, we affirm the district’s decision not to renew Lockrem’s annual teaching contract.

Affirmed.