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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1226**

Resolution Non-Renewing Probationary Teaching Contract.

**Filed April 28, 2025
Reversed
Bratvold, Judge**

Independent School District No. 700

Paula R. Johnston, Education Minnesota, St. Paul, Minnesota (for relator Emily Bellamy)

John P. Edison, Craig W. Hardie, Squires, Waldspurger & Mace, PA, Minneapolis,
Minnesota (for respondent Independent School District No. 700)

Considered and decided by Ross, Presiding Judge; Smith, Tracy M., Judge; and
Bratvold, Judge.

NONPRECEDENTIAL OPINION

BRATVOLD, Judge

In this certiorari appeal, relator challenges a decision by respondent school district not to renew her teaching contract in June 2024. Relator argues that she taught for more than three consecutive years in a single Minnesota charter school and completed a one-year probationary period in the school district. Relator therefore contends that she is entitled to a continuing contract and that the school district violated her statutory and due-process rights when it voted not to renew her contract. The school district disagrees. Because relator was entitled to a continuing contract as of July 1, 2023, we reverse.

FACTS

The relevant facts about the school district's decision are undisputed. Respondent Hermantown Community Schools, Independent School District No. 700 (the school district) hired relator Emily Bellamy as a speech-language pathologist, a teaching position,¹ for the 2022-2023 school year. Before she was hired by the school district, Bellamy had worked as a speech-language pathologist for a single Minnesota charter school from March 2016 through the 2021-2022 school year. Bellamy continued working for the school district in the 2023-2024 school year.

In May 2024, the school district notified Bellamy that it did not intend to renew her contract for the following school year and that the school board would vote on the issue. Bellamy's attorney objected in a letter to the school district's attorney, contending that Bellamy had a continuing contract and could not be terminated unless certain statutory procedures were followed. The school board voted in favor of a resolution not to renew Bellamy's contract. The resolution asserted that Bellamy "is currently considered a probationary teacher" based, in part, on its analysis of applicable caselaw and statutes. The school board concluded that Bellamy was a probationary teacher for the 2022-2023 and 2023-2024 school years. The resolution also concluded that "[t]he school board did not

¹ A speech-language pathologist is a "teacher" under relevant law. *See* Minn. Stat. § 122A.40, subd. 1 (2024) (defining a teacher as "[a] principal, supervisor, and classroom teacher, and any other professional employee required to hold a license from the state department"); Minn. R. 8710.6000 (2023) (describing the licensure requirements for a speech-language pathologist).

consider Ms. Bellamy to have attained continuing contract status during her employment for the 2023-24 school year.”

The school district served Bellamy with a notice of its decision. Bellamy petitioned for review by writ of certiorari.

DECISION

“[T]he proper and only method of appealing school board decisions on teacher related matters is by writ of certiorari.” *Dokmo v. Indep. Sch. Dist. No. 11*, 459 N.W.2d 671, 673 (Minn. 1990). An appellate court will reverse a school board’s determination “when it is fraudulent, arbitrary, unreasonable, unsupported by substantial evidence, not within” the school board’s “jurisdiction, or based on an error of law.” *Id.* at 675.

Bellamy’s argument suggests that the school board’s decision was affected by errors of law; she contends that the school board “ignored the plain language” of Minnesota Statutes section 122A.40. The school district responds that it followed the law when it determined that Bellamy did not have continuing contract rights.

The parties’ arguments raise questions of statutory interpretation and how relevant statutes apply to the undisputed facts about Bellamy’s teaching contract. We review a school district’s interpretation of a statute de novo. *Educ. Minn.-Chisholm v. Indep. Sch. Dist. No. 695*, 662 N.W.2d 139, 143 (Minn. 2003). “When interpreting statutes, our objective is to ascertain and effectuate the intention of the legislature.” *Cambria Co. v. M&M Creative Laminants, Inc.*, 11 N.W.3d 318, 323 (Minn. 2024) (quotation omitted); accord Minn. Stat. § 645.16 (2024) (“The object of all interpretation and construction of laws is to ascertain and effectuate the intention of the legislature.”). Appellate courts

“determine legislative intent primarily from the language of the statute itself.” *Brayton v. Pawlenty*, 781 N.W.2d 357, 363 (Minn. 2010) (quotation omitted). Appellate courts “must give effect to the plain meaning of statutory text when it is clear and unambiguous.” *Hutchinson Tech., Inc. v. Comm’r of Revenue*, 698 N.W.2d 1, 8 (Minn. 2005). “A statute is ambiguous if it is reasonably susceptible to more than one interpretation.” *Id.* When we determine whether statutory language is unambiguous, we consider the statute “as a whole” and give effect to all provisions, avoiding conflicting interpretations. *Am. Fam. Ins. Grp. v. Schroedl*, 616 N.W.2d 273, 277 (Minn. 2000). We may consider sections surrounding the statute being interpreted for context. *Cent. Hous. Assocs. LP v. Olson*, 929 N.W.2d 398, 402 (Minn. 2019).

Minnesota statutes govern employment contracts for teachers, including probationary periods and termination after a teacher has completed a probationary period. As has been noted in previous decisions of this court, 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); *see also* Minn. Stat. § 122A.40; *Resol. Relating to Termination & Nonrenewal of Teaching Cont.*, 986 N.W.2d 251, 256 (Minn. App. 2023) (*Lockrem*)² (discussing continuing contract rights under Minn. Stat. § 122A.40).

² For simplicity, we refer to this case as *Lockrem*, the last name of the relator.

“Whether a teacher is probationary or has continuing contract rights is significant.” *Lockrem*, 986 N.W.2d at 255. A school district has discretion not to renew a probationary teacher’s contract with only a few exceptions, which are not relevant to Bellamy. Minn. Stat. § 122A.40, subd. 7. An annual contract with a teacher employed in a probationary period at a school district “may or may not be renewed as the school board shall see fit” if the school board provides notice to that teacher before July 1. *Id.*, subd. 5(a). In contrast, “[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 with such district.” *Id.*, subd. 7(a). Termination of a teacher with continuing contract rights requires notice of the grounds for proposed termination and notice of the teacher’s right to request a hearing as well as “a majority roll call vote of the full membership of the board.” *Id.*

In 2023, the legislature amended Minn. Stat. § 122A.40, subd. 5, and added a new subpart with the following language: “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.” Minn. Stat. § 122A.40, subd. 5(f) (subdivision 5(f)); 2023 Minn. Laws ch. 55, art. 5, § 46, at 1600. The legislature also provided that subdivision 5(f) was “effective for collective bargaining agreements effective July 1, 2023, and thereafter.” 2023 Minn. Laws ch. 55, art. 5, § 46, at 1600.

Bellamy argues that the school district’s decision not to renew her contract in 2024 conflicts with applicable statutes. Relying on subdivision 5(f), she contends that, as of

July 1, 2023, she had taught for more than three consecutive years in a single Minnesota charter school and then completed a probationary period in the school district during the 2022-2023 school year. Based on these facts and the relevant statutes, Bellamy concludes that she had continuing contract rights as of July 1, 2023, when subdivision 5(f) became effective, and the school district's vote not to renew her contract in June 2024 did not comply with statutory requirements. *See* Minn. Stat. § 122A.40, subd. 7(a).

The school district responds in two parts. First, the school district argues that subdivision 5(f) “could not have been effective any earlier than July 1, 2023, and was actually effective in the District much later.” Second, the school district argues that subdivision 5(f) created “a new affirmative requirement that [Bellamy] serve a probationary period of one year during the 2023-24 school year and that the District acted properly by nonrenewing her before July 1, 2024.”

Before considering both parts of the school district's position, we observe that the school district relies on the language of subdivision 5(f), the language of subdivision 5(a), and related caselaw. The school district explains that, as of 2022, the first year that Bellamy worked for the school district, subdivision 5(a) provided that “[t]he 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 one year.” Minn. Stat. § 122A.40, subd. 5(a) (2022).

The school district also relies on *Lockrem*, in which this court was asked to determine whether subdivision 5(a) applied to teachers with three consecutive years of

experience in a single charter school. 986 N.W.2d at 253. There, a school counselor challenged a school district’s decision not to renew her teaching contract; the counselor argued that she had three consecutive years of teaching at a Minnesota charter school and therefore had continuing contract rights under subdivision 5(a). *Id.* at 253-55. This court affirmed the school district’s decision, reasoning that teaching experience in a charter school was not “teaching experience in Minnesota in a single *district*” and that, therefore, the counselor did not have continuing contract rights and the school district’s decision not to renew the counselor’s contract in her probationary period followed applicable law. *Id.* at 255-57 (alteration in original) (quoting Minn. Stat. § 122A.40, subd. 5(a)). As will be discussed in more detail below, the school district urges that Bellamy’s “one year of employment during the 2022-23 school year was not sufficient to attain continuing contract rights under the holding in” *Lockrem*.

We begin by considering the parties’ arguments about the effective date of subdivision 5(f), the interpretation of subdivision 5(f), and how that subdivision applies to Bellamy. We also address the parties’ arguments about retroactivity and their public-policy arguments.

A. Effective Date of Subdivision 5(f)

The legislature provided a specific effective date for subdivision 5(f), stating that it is “effective for collective bargaining agreements effective July 1, 2023, and thereafter.” 2023 Minn. Laws ch. 55, art. 5, § 46, at 1600.

The school district asserts that the “effective date” of subdivision 5(f) is at “the center of the dispute in this proceeding.” Bellamy argues that the effective date

unambiguously provides that subdivision 5(f) “became effective on July 1, 2023.” The school district counters that “[t]he effective date of this amendment is far from a model of clarity” and appears to imply that the effective-date provision is ambiguous.

The school district explains that subdivision 5(f) “could not have been effective any earlier than July 1, 2023, and was actually effective in the District much later because the District and the bargaining unit representing its teachers did not settle the 2023-25 collective bargaining agreement until February 12, 2024.” The school district adds that, as of July 1, 2023, it was “operating” under the previous collective bargaining agreement “by operation of . . . statute” until the 2023-25 collective bargaining agreement was finalized in February 2024. The school district urges that Bellamy has “no explanation for why” subdivision 5(f) “would be effective immediately on July 1, 2023 if the 2023-25 [collective bargaining agreement] was not executed until February 12, 2024.”

We are not persuaded by the school district’s argument. Subdivision 5(f)’s effective date is unambiguously stated “for collective bargaining agreements effective July 1, 2023, and thereafter.” 2023 Minn. Laws ch. 55, art. 5, § 46, at 1600. The school district had a collective bargaining agreement with its teachers effective on July 1, 2023. As the school district concedes, Minnesota law provides that the prior collective bargaining agreement remains in effect during negotiations. Minn. Stat. § 179.20, subd. 6 (2024). Also, the 2023-25 collective bargaining agreement that was finalized in February 2024 is in the record and expressly provides that it was effective as of July 1, 2023. As a result, we conclude that subdivision 5(f) was effective July 1, 2023.

B. Interpretation of Subdivision 5(f)

Subdivision 5(f) sets out the probationary period for teachers in Minnesota school districts who have taught in “a single school district or single charter school in Minnesota or another state.” Minn. Stat. § 122A.40, subd. 5(f). Bellamy contends that subdivision 5(f) provides that a teacher (a) “who has taught for three consecutive years in a single school district or single charter school in Minnesota or another state” (b) “must serve a probationary period of no longer than one year in a Minnesota school district.” *Id.* Bellamy views (a) and (b) as two requirements and argues that, as of July 1, 2023, she satisfied both requirements because she had taught more than three consecutive years in a single charter school and completed a one-year probationary period in the school district. Bellamy urges that she therefore had continuing contract rights in June 2024, when the school district voted not to renew her contract.

The school district does not dispute that Bellamy had taught three consecutive years in a single charter school as of July 1, 2023. But the school district argues that the probationary term set out in subdivision 5(f) must be served *after* subdivision 5(f) became effective. Among other arguments, the school district relies on subdivision 5(f)’s language, contending that “must serve” is a “command to do something in the future.” The school district contends that subdivision 5(f), as applied to Bellamy, “placed an affirmative obligation on her to serve a year of probationary employment during the 2023-24 school year.” According to the school district, Bellamy did not have continuing contract rights in the 2023-2024 school year and the school district’s decision not to renew her contract comports with applicable law.

Bellamy’s interpretation of subdivision 5(f) and its application to her circumstances is persuasive for three reasons. First, the school district cites no legal authority supporting its claim that “must serve” is a “command to do something in the future.” Rather, applicable legal authority holds that “must” is mandatory. Minn. Stat. § 645.44, subd. 15a (2024); *see also Greene v. Comm’r of Minn. Dep’t of Hum. Servs.*, 755 N.W.2d 713, 721 (Minn. 2008) (noting that “must is mandatory” when determining a county’s obligation under a Minnesota Family Investment Program statute (quotation omitted)). The school district’s interpretation of subdivision 5(f) appears to add a time element that is missing from the statutory language; therefore, we reject it. *See Great River Energy v. Swedzinski*, 860 N.W.2d 362, 364 (Minn. 2015) (stating that appellate courts “cannot add words to a statute that the Legislature intentionally or inadvertently left out” (quotation omitted)).

Second, Bellamy’s view of subdivision 5(f) is consistent with the unambiguous language of subdivision 5(f), which states that a teacher “who has taught for three consecutive years in . . . a single charter school . . . must serve a probationary period of *no longer than one year*.” Minn. Stat. § 122A.40, subd. 5(f) (emphasis added). Thus, subdivision 5(f) provides that a teacher with three consecutive years teaching in a single charter school “must serve” a probationary period of not more than one year. *Id.* The school district’s interpretation, as applied to Bellamy, means that she would be required to serve a probationary period that is longer than one year. Thus, we reject the school district’s interpretation because it contradicts the plain language of subdivision 5(f). *See id.*

Third, adopting an interpretation of subdivision 5(f) to include two requirements and concluding that Bellamy has completed both requirements fits within the statutory

scheme. *See Schroedl*, 616 N.W.2d at 277 (stating that appellate courts “construe a statute as a whole and must interpret each section in light of the surrounding sections to avoid conflicting interpretations”). Under Minn. Stat. § 122A.40, subd. 5(a), “[t]he first three consecutive years of a teacher’s first teaching experience in Minnesota in a single district are deemed to be a probationary period of employment, and, the probationary period in each district in which the teacher is thereafter employed shall be one year.” While *Lockrem* held that this portion of subdivision 5(a) did not apply to teachers with three consecutive years of teaching experience in a single charter school, 986 N.W.2d at 256-57, the legislature has since revised the statutory scheme. Effective July 1, 2023, subdivision 5(f) provides that teachers who have three consecutive years of teaching experience in a single charter school are treated like teachers who have three consecutive years of experience in a single school district. Minn. Stat. § 122A.40, subd. 5(f). While the parties appear to agree that the legislative history of subdivision 5(f) does not draw a connection between *Lockrem* and the 2023 amendment adding subdivision 5(f), Bellamy’s interpretation is consistent with subdivision 5 when we read its provisions as a whole.

Still, the school district urges two additional reasons to reject Bellamy’s interpretation of subdivision 5(f). We discuss these reasons in turn.

C. Retroactivity

The school district contends that Bellamy’s “argument must fail because it retroactively applies [subdivision 5(f)] to her one year of employment during the 2022-23 school year, which she completed before the legislative change went into effect.” The school district relies on Minn. Stat. § 122A.40, subd. 5(a), and *Lockrem* to argue that, when

Bellamy started working for the school district in 2022, she had not completed a probationary period, and that she did not complete a probationary period before the legislature adopted subdivision 5(f). Bellamy responds that “the law does not need to apply retroactively to grant [her] continuing contract rights on . . . the effective date of the amendment.” Rather, Bellamy insists that, as of the effective date of subdivision 5(f), she “met the two requirements of subdivision 5(f).”

The school district correctly points out that there is a presumption against statutes applying retroactively unless the legislature expressly provides otherwise. *See* Minn. Stat. § 645.21 (2024) (providing that laws are not deemed to apply retroactively “unless clearly and manifestly so intended by the legislature”). The school district is also correct that nothing in subdivision 5(f) expressly provides that the legislature intended for subdivision 5(f) to apply retroactively. Accordingly, we assess whether Bellamy’s interpretation of subdivision 5(f), as it applies to her, amounts to retroactive application.

“A retroactive law is one that looks backward or contemplates the past, affecting acts or facts that existed before the act came into effect.” *In re Instructions to Construe Basic Resol. 876*, 772 N.W.2d 488, 494 (Minn. 2009) (quotation omitted). Retroactive laws affect “rights, obligations, acts, transactions and conditions which are performed or exist prior to the adoption of the statute.” *Id.* (quotation omitted).

The school district argues that

[Bellamy’s] construction of the statute alters the District’s rights as they existed before the law became operative and would have required the District to undertake a duty to non-renew [Bellamy’s] employment on or before June 30, 2023 in order to avoid her attaining continuing contract status,

which is before either party argues the 2023 Amendment went into effect.

In short, the school district contends that Bellamy's interpretation of subdivision 5(f) affects the school district's rights before it was enacted.³

We acknowledge that subdivision 5(f), if interpreted as Bellamy urges, impacts the continuing contract rights of teachers and school districts as well as the school district's expectation about the length of Bellamy's probationary period. But we conclude that subdivision 5(f) does so *as of its effective date* of July 1, 2023. If we apply subdivision 5(f) to Bellamy on July 1, 2023, the school district's rights or obligations before July 1, 2023, are not altered. The school district had a right to renew or not to renew Bellamy's contract until June 30, 2023, the end of her first year of teaching in the school district. The school district exercised its right to renew Bellamy's contract at that time and did not follow the steps not to renew her contract. As of July 1, 2023, subdivision 5(f) was effective, and this altered the school district's obligations going forward, not retroactively.

In short, the two requirements in subdivision 5(f) describe teaching experience that, for Bellamy, occurred before July 1, 2023. But applying those two requirements to Bellamy on July 1 does not make subdivision 5(f) a retroactive law. Rather, subdivision 5(f) describes requirements that satisfy a probationary period for a teacher, like Bellamy, who has experience in a single charter school and in a school district. While subdivision 5(f) affected the school district's right not to renew Bellamy's contract *in 2024*, this is *after* the

³ To be clear, the school district does not argue that subdivision 5(f) is unconstitutional.

July 1, 2023 effective date of subdivision 5(f). Therefore, Bellamy’s interpretation of subdivision 5(f) does not require retroactive application.

D. Public Policy

The school district argues that “[p]ublic policy similarly does not support [Bellamy’s] interpretation of section 122A.40, subdivision 5.” And Bellamy makes public-policy arguments in favor of her position. The Minnesota Supreme Court has held that, “when the language of a statute is clear and unambiguous, [it does] not consider public policy.” *Firefighters Union Loc. 4725 v. City of Brainerd*, 934 N.W.2d 101, 109 (Minn. 2019). Because we determine that subdivision 5(f) is not ambiguous, we decline to consider the parties’ public-policy arguments.⁴

For the reasons stated, we conclude that subdivision 5(f) became effective on July 1, 2023. Subdivision 5(f) is unambiguous and provides that (a) a teacher who has taught three consecutive years at a single charter school (b) must complete a probationary period of no longer than one year at a Minnesota school district. Minn. Stat. § 122A.40, subd. 5(f). We also conclude that Bellamy met both requirements of subdivision 5(f). Bellamy, therefore, had continuing contract rights under Minn. Stat. § 122A.40, subd. 7, as of July 1, 2023. As a result, the school district’s decision to not renew Bellamy’s teaching contract in 2024 was affected by an error of law. Thus, we reverse the school district’s decision.

Reversed.

⁴ Because we reverse the school board’s decision for other reasons, we need not consider Bellamy’s due-process arguments.