

Conditions of Continuing Employment for K-12 Teachers

“Continuing contract rights” and “tenure rights” offer equivalent procedural protections

Two sections of Minnesota Statutes govern conditions of continuing employment for licensed K-12 teachers in Minnesota’s public schools. [Section 122A.40](#) contains general provisions for all teachers’ continuing contract rights except those teachers teaching in the four first-class city school districts of Minneapolis, St. Paul, Rochester, and Duluth. [Section 122A.41](#), which contains similar provisions, governs the tenure rights of teachers teaching in the four first-class city school districts. The terms “continuing contract rights” and “tenure rights” mean that a school district may not dismiss a teacher from a teaching position without first demonstrating the cause for that dismissal. The two terms are equivalent in the procedural protections they afford and are used interchangeably.

A newly licensed probationary teacher must successfully complete three consecutive years of continuous employment

After a newly licensed probationary teacher completes three years of continuous employment, she or he becomes a continuing contract teacher if employed by a nonfirst-class city school district, or a tenured teacher if employed by a first-class city school district. A probationary teacher may interrupt the three-year period of consecutive employment for maternity, paternity, or medical leave. During the probationary period, a school district has considerable discretion in deciding whether or not to renew the probationary teacher’s employment contract. A school district under [section 122A.40](#) must notify a probationary teacher before July 1 that it will not renew the teacher’s contract. A school district under [section 122A.41](#) must provide a probationary teacher at least 30 days’ notice of a discharge or demotion. A teacher that has received a continuing contract or tenure is entitled to certain employment-related protections, including bumping rights, and just cause and due process guarantees.

Teachers’ continuing contracts remain in effect unless a specified circumstance arises

The continuing contracts of teachers in school districts under [section 122A.40](#) remain in full force and effect unless the school board and the teacher modify the contract, or the school board:

- terminates the teacher effective at the close of the school year, as long as the board provides the teacher an opportunity to remedy the deficiency;
- places the teacher on an unrequested leave of absence before July 1;
- temporarily suspends the teacher and places the teacher on a leave of absence for health reasons; or
- immediately discharges the teacher for conduct that is not remediable.

A teacher may resign from the contract before April 1 or, if a collective bargaining agreement is not settled, the teacher may resign within 30 days of when an agreement is ratified or July 15, whichever is first.

Tenured teachers cannot be discharged or demoted except for cause

Tenured teachers in school districts under section [122A.41](#) may be discharged or demoted for:

- immoral character, conduct unbecoming a teacher, or insubordination;
- failure to teach;
- inefficiency in teaching or in management of a school;
- affliction with a communicable disease; and
- discontinuance of position or lack of pupils.

School boards must follow procedures when terminating, discharging, or demoting a teacher

A school board that intends to terminate a teacher must provide the teacher with written notice of the grounds for the proposed termination and the teacher's right to request a hearing. A teacher may request a public or private hearing before the school board or an arbitrator. The board and the teacher may have counsel, who can examine witnesses and present arguments. The teacher may appeal a board decision to the state courts. An arbitrator who conducts a hearing must decide, based upon a preponderance of the evidence, whether to terminate, discharge, or demote the teacher. The arbitrator's decision is final and binding on the parties, and may be reversed on only limited grounds.

There are two principal differences between the procedures for districts under sections [122A.40](#) and [122A.41](#). A school board under section [122A.40](#) must provide written notice of a termination that is to be effective at the end of the school year by April 1, or else must wait a year to initiate the process, while a school board under section [122A.41](#) has no similar deadline. Additionally, a suspension pending a final decision on the termination must be paid in a district under section [122A.40](#), but may be unpaid in a district under section [122A.41](#); however, in a district under section [122A.41](#), a teacher who is reinstated following a hearing must receive full back wages.

Teachers may be placed on an unrequested leave of absence

A school board may place a teacher on an unrequested leave of absence, without pay or fringe benefits, when the board discontinues the teacher's position, lacks sufficient students, faces financial limitations, or merges classes as a result of consolidating districts. A board must hold a public hearing on unrequested leaves before July 1. Statutory terms governing resignations, leaves, certification, experience, bumping rights, and districts' ability to realign positions affect staff reduction decisions.

Collective bargaining agreements effective July 1, 2019, or later must include unrequested leave plans

Under current law, if the school board and the teachers' exclusive bargaining representative fail to negotiate an unrequested leave of absence plan, state law provides default terms. Teachers are placed on leave based on the inverse order of their employment and on their areas of certification. Seniority applies to each area in which a teacher is certified. Teachers must be recalled to their positions, or other available positions, in the inverse order in which they were placed on leave; most senior teachers are recalled first. However, the seniority-based statutory default will not apply to collective bargaining agreements that go into effect July 1, 2019, or later. Such agreements must include a plan for unrequested leaves.

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