

2015 HOUSE EDUCATION

HB 1316

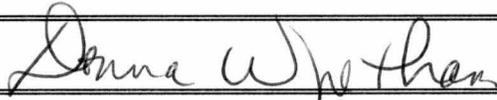
2015 HOUSE STANDING COMMITTEE MINUTES

Education Committee
Pioneer Room, State Capitol

HB1316
1/20/2015
22198

- Subcommittee
 Conference Committee

Committee Clerk Signature



Explanation or reason for introduction of bill/resolution:

Relating to the evaluation and nonrenewal of principals and school district superintendents; and to amend the evaluation and nonrenewal of school district superintendents.

Attachment # 1

Minutes:

Chairman Nathe: Opened the hearing on HB 1316.

Representative David Monson: Introduced HB 1316 for the School Board Association and they will be able to answer any questions you would have better than I. Do you have any questions?

Chairman Nathe: Any support for HB 1316?

Annette Bendish: Legal Counsel for the North Dakota School Boards Association. In support of HB 1316. (See Attachment #1)

Rep Meier: In the third and fourth sections have you had some occurrences where the new language would apply dealing with new principals. that this should address?

Annette Bendish: Yes I have. Where there is some calls where the principal is not a good administrator and there is not an abbreviated nonrenewal process currently to address those new principals. So in order to non-renew a first or second year principal they would have to follow the whole formal process.

Rep Olson: In Section 3 Subsection 2, we have language added that no claim for libel or slander may be brought regarding any communication during an executive session, has this been a problem in the past?

Annette Bendish: No there has not been an issue.

Rep Ben Koppelman: Aren't executive sessions typically recorded?

Annette Bendish: Absolutely, it is required by the ND Century Code to be recorded by audio or video.

Chairman Nathe: Are they public or how does that work?

Annette Bendish: No they are not, they can only be disclosed to the Attorney General and maybe if there is a unanimous vote by the board.

Vice Chairman Schatz: In your testimony you said the first year non-renewed teachers section allows the board to meet in executive session, we thought it was only appropriate the board could meet in executive session with the superintendent/ principal, currently they do not?

Annette Bendish: Currently there is not a process in law for the superintendent/principal nonrenewal so we are adding that, but the statutes that relates to a superintendent nonrenewal employed for less than two years, it does not contain and that language and is being added in Section 3 of the bill.

Vice Chairman Schatz: Who evaluates the superintendent and principal?

Annette Bendish: The school board evaluates the superintendent twice a year, the superintendent evaluates the principal, where there is only a superintendent/principal, the board would evaluate them.

Vice Chairman Schatz: I never did understand that process since the school board may have no education qualifications yet they are in charge of evaluation, is that correct?

Chairman Nathe: How often does the superintendent evaluate the principal?

Annette Bendish: For the first three years of the contract it is a twice a year after that it is yearly.

Chairman Nathe: Any support? None. Any Opposition to HB 1316.

Jack McDonald: here in behalf of the North Dakota Newspaper Association and North Dakota Broadcasting Association, in opposition of the amendment. We understand what they are trying to do with the superintendent /principal , I don't think it is serving the public by keeping more school board activities more private. They say the public will never know why a principal was fired, there is no reason there should be an executive session. The executive session is just not needed. We already have laws on the books, we need more transparency not less transparency. In Section 3 line 18, they make an executive session where there is not one now, we don't need it They are adding a new one in Section 4 for the principals. In this bill they are adding two more executive sessions for the school boards, they are unnecessary. We ask that at least the two executive sessions on page 2

line 18 and page 2 line 28 be taken out. The other provisions are fine. Do you have any questions?

Rep Olson: The sections dealing with libel and slander are redundant?

Jack McDonald: I don't think they are needed.

Rep Hunskor: There may be facts in the hearing that are brought up that would not be good for the public to hear?

Jack McDonald: I don't think so. If you are a public servant you should be transparent to the public.

Chairman Nathe: What if they are wrongly accused and they want an executive session to make sure it is a valid allegation?

Jack McDonald: This law has gone beyond that stage, the school board has already made the decision to discharge him, now this is kind of a second hearing. If they say we are discharging 'Principal Jones' now if 'Principal Jones' wants to he can ask for an executive session, this law is if the school board decides not to renew the contract and as far false allegations, then it would be like the criminal case you would hear it in the public.

Chairman Nathe : What if it had to do with minors, and names of children, wouldn't you want to protect the names? Wouldn't it be better to have executive session and protect those names?

Jack McDonald: You just don't use the names in open session.

Rep Schreiber Beck: What if the language in the bill states the board 'shall' meet' , what if the word shall was changed to 'may' meet?

Jack McDonald: I've have never known a school board that has had an opportunity to meet in executive session that hasn't done so. I don't think it would make a whole lot of difference.

Rep Zubke: When I read this the executive session happens if the that superintendent says hey I want to meet with the school board and discuss this? It looks to Rep Meier this would prevent the superintendent from going out and amassing an army and then coming in and meeting with the school board?

Jack McDonald: Again, I suppose that is a possibility. The question is how does the public perceive this. Whether the superintendent gathers an army to support him or her does not change if they meet in executive session, in fact the army may be angrieir if they are left out and couldn't attend the meeting.

Rep Kelsh: Is there is a possibility there would be no justice for a superintendent being fired, if what is said in that executive session cannot be used against any board member, any slander or anything. If he was going to move on they may some of those accusations if

they requested why they fired him then he would have no recourse to defend himself on, even if he feels they are not true. The bill says no claim of libel or slander can be brought against any committee member in and executive session. Does that take any of his rights away?

Jack McDonald: Probably not really. The superintendent can still sue a school board and it would be rare they would sue for libel or slander, they are hard lawsuits to win. This law would not take away the rights of the superintendent that was dismissed because he could sue under different provisions of law.

Chairman Nathe: Any opposition of HB 1316? Seeing none. Closed the hearing on HB1316.

Chairman Nathe: reopened HB 1316.

Rep Mock: The newspaper association is the only one that opposed it. I don't see any way aside from eliminating the executive session component of Sections 3&4 and I don't see the need to amend it.

Rep Mock: Moved Do Pass.

Rep Zubke: Seconded

Rep Olson: I would like to make an amendment.

Chairman Nathe: It is too late at this time, but if we move this forward to the Senate we can also insert it at that time.

Rep Meier: Is the executive session recorded?

Chairman Nathe : Yes it is recorded and videoed and it is not mandatory and it is not public and the only way they can disclose it is if they violate an open meetings law then the AG can get it.

Rep Kelsh: I think if there is a court case it can be subpoenaed.

Chairman Nathe: Yes.

Rep Zubke: I seriously believe that executive session language is in there specifically to provide some insulation between the local school board and an army walking in there to support that superintendent. You have to provide protection for the local school board.

Chairman Nathe: This would bring it in line with the teacher statute to keep it consistent.

Rep Hunsakor: There was discussion of the use of a students' name in the executive session, there are times the school board has to know the name of the child.

Chairman Nathe: Any more discussion of the HB 1316. Seeing none we will take the roll.

House Education Committee

HB 1316

1/20/2015

Page 5

A Roll Call Vote was taken. Yes: 10 No: 2 Absent: 1

Rep Hunskor: will carry the bill.

Date: 11/20/15
 Roll Call Vote #: 1

**2015 HOUSE STANDING COMMITTEE
 ROLL CALL VOTES
 BILL/RESOLUTION NO. 1316**

House Education Committee

Subcommittee

Amendment LC# or Description: _____

- Recommendation: Adopt Amendment
 Do Pass Do Not Pass Without Committee Recommendation
 As Amended Rerefer to Appropriations
 Place on Consent Calendar
 Other Actions: Reconsider _____

Motion Made By Rep Mock Seconded By Rep Zubke

Representatives	Yes	No	Representatives	Yes	No
Chairman Nathe	✓		Rep. Hunskor	✓	
Vice Chairman Schatz		✓	Rep. Kelsh	✓	
Rep. Dennis Johnson	✓		Rep. Mock	✓	
Rep. B. Koppelman	A				
Rep. Looyesen	✓				
Rep. Meier	✓				
Rep. Olson	✓				
Rep. Rohr		✓			
Rep. Schreiber Beck	✓				
Rep. Zubke	✓				

Total (Yes) 10 No 2

Absent 1

Floor Assignment Rep Hunskor

If the vote is on an amendment, briefly indicate intent:

REPORT OF STANDING COMMITTEE

HB 1316: Education Committee (Rep. Nathe, Chairman) recommends **DO PASS** (10 YEAS, 2 NAYS, 1 ABSENT AND NOT VOTING). HB 1316 was placed on the Eleventh order on the calendar.

2015 SENATE EDUCATION

HB 1316

2015 SENATE STANDING COMMITTEE MINUTES

Education Committee
Missouri River Room, State Capitol

HB 1316
3/4/2015
Job # 24293 (24:54)

- Subcommittee
 Conference Committee

Committee Clerk Signature



Explanation or reason for introduction of bill/resolution:

INITIAL HEARING

Relating to the evaluation and nonrenewal of principals and superintendents

Minutes:

2 Attachments

Chairman Flakoll called the committee to order at 9:45am with all committee members present.

--SUPPORT--

Annette Bendish, Legal Counsel for the NDSBA (*see attachment #1*)

(3:05) Vice Chairman Rust: I assume this proposed legislation is for those with dual roles as a superintendent and a principal within a school. Principals are currently covered under the teacher's nonrenewal statute, is this the conflict?

Bendish: Absolutely. We get phone calls from those individuals serving in that dual administrator role and find that often times the board will evaluate the superintendent part of the contract as they are required to do by law, but they are not evaluating the principal part in the situation. It's a separate process and that complicates it because superintendent and teacher nonrenewal falls under different chapters.

Vice Chairman Rust: That has happened to me as an administrator.

Senator Davison: How did you determine the date of November 15th as opposed to moving the March 15th date to April 15th? What were the considerations?

Bendish: If we would move the March 15th date to later, we would have to then adjust all of the nonrenewal dates as well. In discussion with our board of directors, most of our superintendents start their position at the beginning of the fiscal year in July. They felt that from July to November, they could get a good sense of that superintendent and how they were performing their job duties. By moving it to November, that would give additional time if there were any deficiencies to get those corrected before the March evaluation. This would allow them to make the determination if nonrenewal would be necessary under the nonrenewal time frame.

(6) Chairman Flakoll: Why should the state even care that they are being evaluated twice a year and what days?

Bendish: It is currently in the Century Code and if you are going to renew a superintendent, the specific criteria and the nonrenewal section says that the nonrenewal needs to be based on the information and the evaluations.

Chairman Flakoll: but we could just have one evaluation conducted whenever they please. Aren't people informally or formally evaluated every day of their life?

Bendish: I would like to think that our board members are continually evaluating their superintendents. Statutory deadlines give clarification.

Chairman Flakoll: Why shouldn't the public who these schools are to serve and pay the bills, know what happens or went wrong when a superintendent or principal is let go?

Bendish: The evaluations are open record. The current statutes for nonrenewal and superintendent nonrenewal are structured as such that the nonrenewal hearing itself is held in executive session. I was not around when that statute was put into place, but I know there is a provision in law that says there is libel and slander protection for any communications in that executive session. Then the board comes back and has their vote in an open meeting. I presume initial meetings are executive because they feel they can have a more candid discussion about the performance of teachers, principals and superintendents. The decisions that the board are making are based on the documents in the personnel file, all of which are open and anyone can review at any time.

Chairman Flakoll: Would the nonrenewal sessions involve inappropriate activities?

Bendish: I would assume inappropriate activities would fall under a discharge situation which is a separate chapter in a separate section in law. We have 7 criteria we can use for discharge. We would do an immediate discharge; we wouldn't want to wait for that March deadline.

Chairman Flakoll: Some situations could be border-line

Bendish: The criteria for a nonrenewal is basically for someone who is not an effective teacher or principal.

Chairman Flakoll: During closed meetings, it could come out that that person continues their work. It's not a certainty that they are not renewed, correct?

Bendish: Correct. In a teacher situation, the superintendent or principal would make a recommendation to the board for nonrenewal, the board would hold that hearing and in open meeting the board would vote whether or not to renew. They may determine that there wasn't enough information in the evaluations to substantiate the nonrenewal and vote the contract should be continued.

Chairman Flakoll: There are people who are not renewed. Is there enough on file so that other places where they apply had the wherewithal of their low performing past?

Bendish: I would like to think so. We try to document and keep it in the personal file, and hopefully it is checked. I think a lot of times administrators and teachers are hired and they don't do their due diligence.

Chairman Flakoll: What's to say that the superintendent takes their file and leaves?

Bendish: In those situations we advise our districts to make sure that someone is maintaining the superintendent's file and that it would be in the business manager's office. There are checks and balances to ensure that wouldn't happen.

Chairman Flakoll: Are they also maintained electronically?

Bendish: Yes they are.

Chairman Flakoll: Is there any other repository for those besides the districts themselves?

Bendish: No there is not.

Vice Chairman Rust: This bill talks about "less than 2 years". Therefore there is a distinction with these employments of less than 2 years and 2 years and more. Could you elaborate on that?

Bendish: The existing law relates to superintendents employed less than 2 years so it made sense to carry that to the principals employed less than 2 years. Within 2 years of employment, you know whether or not those individuals have the ability to complete their job.

Vice Chairman Rust: Once that person goes 2 years and beyond, do the rules change?

Bendish: Yes. After the 2nd year that they are under contract, they have the formal, full nonrenewal process

Senator Davison: What about principals who are teachers? Does this legislation impact how they are evaluated?

Bendish: No it does not. The chapter that relates to teacher nonrenewal also relates to principals. I would hope that when the evaluations are completed by the superintendent, it would address both the principal and teacher parts of the job.

--OPPOSITION--

(14:50) **Jack McDonald**, ND Newspaper Association and ND Broadcasters Association
(see attachment #2)

Chairman Flakoll: Did you propose any amendments in the House?

McDonald: I asked for the amendments and it was denied.

Chairman Flakoll: Are private school meetings open or closed?

McDonald: As far as I know, they are open. However they are not covered by state law, so they could do other things.

Chairman Flakoll: They could do what is being proposed in the bill?

McDonald: If they wanted to, yes they could.

Chairman Flakoll: Arguably they have some tax exemption status, which is tax payer dollars.

McDonald: Correct.

Chairman Flakoll: In your portion of not knowing, I think in a small community, everyone knows about it long before there is even a meeting convened.

McDonald: Quite likely

Chairman Flakoll: Executive sessions are often times about negotiations which are permitted under the law with or without that person there. They would then go out into a regular session where they would enact it and explain the reasons why they are not renewing.

McDonald: Some of what you said is correct. There are provisions in state law currently that allows you to meet in executive session to give advice to your negotiator and for legal advice. No reasons would be given in a public voting.

Chairman Flakoll: Aren't those part of the administrator's permanent record? If they are basing the meeting upon formal reports, then wouldn't that be part of what they would have in terms of availability of information?

McDonald: Yes but you are just making it one step harder to find that information for the general public. We are also talking about the time factor in many of these places. Weekly newspapers cover many different districts within their circulation area. They cannot be checking personal records for everyone, but they can go to the meetings.

Senator Davison: This is addressing the first 2 years. Are they able to go into executive session if the superintendent has been there for 4 years for instance?

McDonald: I believe so.

Senator Davison: Therefore this really isn't a change of what they are already doing but an extension separating out the first 2 years and trying to work through the superintendent principal joint job discussion.

McDonald: Probably so but the change is the transition to the closed meetings for the 2 year people. That is what we object to.

Chairman Flakoll closed the hearing on HB 1316.

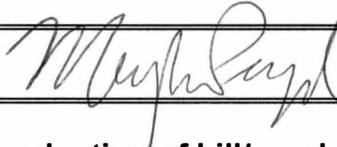
2015 SENATE STANDING COMMITTEE MINUTES

Education Committee
Missouri River Room, State Capitol

HB 1316
3/17/2015
Job # 25006 (14:02)

- Subcommittee
 Conference Committee

Committee Clerk Signature



Explanation or reason for introduction of bill/resolution:

COMMITTEE ACTION

Minutes:

1 Attachment

Chairman Flakoll called the committee to order at 2:22pm with all committee members present for committee work.

**Vice Chairman Rust motions for a DO PASS
Senator Davison seconds the motion.**

Senator Schaible: There is supposed to be a two part process for evaluations, a minimum of two. Moving the date is okay with me. The other thing is page two line 18 includes an executive session. That is a pretty big claim, but I don't have a problem with the bill as it is.

Vice Chairman Rust: If you look at that, you'll notice that that is for if you elect not to renew the contract of a superintendent who has been employed in that position for less than 2 years. The situation is probably that someone didn't work out well for that district as that board would have liked. After 2 years you are into a different set of rules.

Senator Oban: Could we check on that?

Senator Schaible: If you are two years or less, you do not have to go into a non-renewal process. This only allows them to go under executive session to discuss that.

Senator Oban: Could they get that information that was discussed in executive session through open records?

Chairman Flakoll: No. their actions are on record, but depending upon the meeting sometimes they recreate those reasons why or why not.

Senator Schaible: To be in the executive session, there are specific requirements by law. It has to be recorded. If someone thinks you are going beyond the guidelines of what the executive session is, they can request the recording from the Attorney General.

Vice Chairman Rust explains the North Dakota Century Code from 15.1-14-03 to 15.1-14-12 (*see attachment #1*)

Vice Chairman Rust: There is an exception for less than two years. It allows a school board to not renew the contract of a superintendent. The board would now have to renew the contract of a superintendent if he or she has been there for less than 2 years. They have to provide written notice by a certain date and shall meet with the superintendent to convey their reasons for the non-renewal. After two years you have to go through a detailed process to non-renew that person.

Senator Schaible: Right now everything is in law that they want to do. They can remove without a non-renewal hearing. The only exception this wording would change is to go into executive session to discuss the reasons of not renewing his or her contract.

Senator Davison: The reason I like the executive session is if you are a young superintendent and this is your first job and doesn't work out, you don't want that open to the media. If it is not in executive session, it could get ugly and hurt someone's career.

Senator Marcellais: Another reason for the executive session is also because of the Privacy Act.

**A vote was taken: 6 yays, 0 nays, 0 absent
The motion carries 6-0.**

Vice Chairman Rust will carry the bill.

REPORT OF STANDING COMMITTEE

HB 1316: Education Committee (Sen. Flakoll, Chairman) recommends DO PASS
(6 YEAS, 0 NAYS, 0 ABSENT AND NOT VOTING). HB 1316 was placed on the
Fourteenth order on the calendar.

2015 TESTIMONY

HB 1316

House Bill 1316
House Education
January 20, 8:00 a.m.

#1
HB 1316
1/20/15

Chairman Nathe and members of the House Education Committee, I am Annette Bendish, Legal Counsel for the North Dakota School Boards Association. I am here today in support of House Bill 1316.

School boards are currently required to evaluate superintendents twice per year, once before December 15 and again before March 15. This bill moves the first required evaluation date for superintendents from December 15 to November 15. NDSBA received feedback from the NDSBA board of directors and our members that the December date was too close to the March date and did not give superintendents adequate time to correct any deficiencies or make improvement before the March evaluation. Additional changes to this section clarify that both evaluations should be filed in the superintendent's personnel file.

The next portion of this bill addresses those individuals that have a dual role in the school district. There are some school districts, predominantly smaller school districts, which have one person serve as a superintendent/principal. Current law does not adequately address who should be evaluating these positions and what nonrenewal or discharge law applies. This bill clearly states that if there is an employee who serves as a superintendent/principal the laws that apply to superintendent evaluation, nonrenewal, and discharge would apply to those individuals.

The third and fourth sections of the bill address the nonrenewal process. The bill would create a process for principals who are employed for less than two years. North Dakota law currently has an abbreviated nonrenewal process for superintendents employed less than two years and a separate abbreviated process for first year teachers. Neither of these laws would apply to a principal. There may be situations where an individual is new to the principal role and is just not a good fit or does not adequately complete the duties and requirements of the principal job and an abbreviated nonrenewal process would be appropriate at some point during the first two years of that principal's contract.

The language that is being added to the law regarding principals employed less than two years is almost identical to the law for first year teachers found in section 15.1-15-02. Because that first year nonrenewal teacher section allows the board to meet in executive session, we thought it was only appropriate that the board be allowed to meet in executive session with the superintendent or principal and that is why the additional language is added in Section 3 of the bill.

This concludes my testimony, I would be happy to answer any questions you may have.

|

3/4/15

House Bill 1316

Senate Education

March 4, 9:45 a.m.

Chairman Flakoll and members of the Senate Education Committee, I am Annette Bendish, Legal Counsel for the North Dakota School Boards Association. I am here today in support of House Bill 1316.

School boards are currently required to evaluate superintendents twice per year, once before December 15 and again before March 15. This bill moves the first required evaluation date for superintendents from December 15 to November 15. NDSBA received feedback from the NDSBA board of directors and our members that the December date was too close to the March date and did not give superintendents adequate time to correct any deficiencies or make improvement before the March evaluation. Additional changes to this section clarify that both evaluations should be filed in the superintendent's personnel file.

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The third and fourth sections of the bill address the nonrenewal process. The bill would create a process for principals who are employed for less than two years. North Dakota law currently has an abbreviated nonrenewal process for superintendents employed less than two years and a separate abbreviated process for first year teachers. Neither of these laws would apply to a principal. There may be situations where an individual is new to the principal role and is just not a good fit or does not adequately complete the duties and requirements of the principal job and an abbreviated nonrenewal process would be appropriate at some point during the first two years of that principal's contract.

The language that is being added to the law regarding principals employed less than two years is almost identical to the law for first year teachers found in section 15.1-15-02. Because that first year nonrenewal teacher section allows the board to meet in executive session, we thought it was only appropriate that the board be allowed to meet in executive session with the superintendent or principal and that is why the additional language is added in Section 3 of the bill.

This concludes my testimony, I would be happy to answer any questions you may have.

1/1

#2
3/4/2015

March 4, 2015

SENATE EDUCATION COMMITTEE
HB 1316

CHAIRMAN FLAKOLL AND COMMITTEE MEMBERS:

My name is Jack McDonald. I am appearing today on behalf of the North Dakota Newspaper Association and the North Dakota Broadcasters Association. We oppose the provisions of this bill that create yet one more closed or secret meeting of a public body.

In the majority of North Dakota communities its school district is the prime or highest profile public entity in the area. Over the years practically everyone in a community has some contact with the schools in his or her area. In other words, it's a big deal!!

And, the superintendents and principals of these schools are some of the highest profile and most respected individuals in the communities. Just ask Sen. Rust.

So, shouldn't the public, whom these schools are there to serve, and who pay the bills, know what happens or what went wrong when a superintendent or principal needs to be let go? We think so. And I'm sure the members of the public would agree.

If a city commission decides to let an employee or official go, that's public information made at a public meeting. The same with a county commission or any other public entity. Sometimes, even the Board of Higher Education.

So why keep this information closed under this bill. This could be done in public and still protect student records or student identities.

North Dakota's school system has somehow survived and thrived for the past 125 years without these additional closed meeting provisions. We think it can for another 125 years.

We respectfully request that you give this bill a DO NOT PASS.

If you have any questions, I will be happy to try to answer them. THANK YOU FOR YOUR TIME AND CONSIDERATION.

11

#1
3/17/15
HB 1316

**CHAPTER 15.1-14
ADMINISTRATORS**

15.1-14-01. School district superintendent - Duties.

A school district superintendent shall:

1. Supervise the general operation of the school district.
2. Supervise the provision of education to students.
3. Visit the schools of the district.
4. Supervise school personnel.
5. Prepare and deliver reports requested by the board of the district.
6. Perform any other duties requested by the board.

15.1-14-02. School district superintendent - Bond.

A school district superintendent shall furnish to the school district a bond in an amount fixed by the board of the school district and equal to at least the maximum amount of money that may be subject to the superintendent's control at any one time. The bond must be conditioned for the faithful discharge of the superintendent's duties, including the maintenance of accurate financial records and the safekeeping and deliverance of all school property and funds that come under the superintendent's control. The bond must be written through the state bonding fund and must be obtained at the expense of the school district.

15.1-14-03. School district superintendent - Evaluation.

1. Before December fifteenth of each year, the board of a school district shall conduct a formative evaluation of the superintendent's performance.
2. Before March fifteenth of each year, the board shall conduct a formal evaluation of the superintendent's performance. The board shall place a copy of the evaluation report in the superintendent's file and shall provide a copy of the evaluation report to the superintendent.
3. If the board finds the superintendent's performance to be unsatisfactory in any area, the board shall detail its findings regarding the superintendent's performance in the report and shall make recommendations.
4. Upon receiving the report, the superintendent may provide a written response to the board. The board shall place the superintendent's written response in the superintendent's personnel file.
5. The board shall meet with the superintendent to discuss the evaluation.

15.1-14-04. School district superintendent - Grounds for dismissal.

The board of a school district may dismiss a school district superintendent prior to the expiration of the individual's contract for any of the following causes:

1. Immoral conduct.
2. Insubordination.
3. Conviction of a felony.
4. Conduct unbecoming the position of superintendent.
5. Failure to perform contracted duties without justification.
6. Gross inefficiency that the superintendent has failed to correct after written notice.
7. Continuing physical or mental disability that renders the superintendent unfit or unable to perform the superintendent's duties.

15.1-14-05. School district superintendent - Discharge for cause - Notice of hearing - Legal expenses.

1. If the board of a school district intends to discharge a superintendent for cause prior to the expiration of the superintendent's contract, the board shall:
 - a. Provide the superintendent with a written description of the reasons for the discharge; and

- b. Provide the superintendent with written notice specifying the date and time at which the board will conduct a hearing regarding the discharge.
2. If the superintendent chooses to be accompanied by an attorney, the legal expenses attributable to that representation are the responsibility of the superintendent.

15.1-14-06. School district superintendent - Discharge for cause - Hearing.

1. At the hearing, the superintendent may produce evidence and witnesses to rebut any reasons given by the board of the school district for its discharge of the superintendent.
2. The hearing must be conducted in accordance with chapter 28-32.
3. All witnesses are subject to cross-examination.
4. Unless otherwise agreed to by the board and the superintendent, the hearing must be conducted as an executive session of the board, except that:
 - a. The superintendent may invite to the hearing any two representatives to speak on behalf of the superintendent and may invite the superintendent's spouse or one other family member.
 - b. The board may invite to the hearing any two representatives to speak on behalf of the board and may invite the school district business manager.
5. If a continuance is requested by the superintendent, the board shall grant a continuance for a period not in excess of seven days. The board may grant a continuance in excess of seven days upon a showing of good cause.
6. No cause of action for libel or slander may be brought regarding any communication made at an executive session held by the board for the purposes provided in this section.

15.1-14-07. School district superintendent - Discharge for cause - Report to the education standards and practices board.

If the board of a school district discharges a superintendent for cause, the board shall report the discharge to the education standards and practices board.

15.1-14-08. School district superintendent - Suspension during discharge proceeding - Compensation.

The board of a school district may suspend a superintendent if, by unanimous vote, the board determines that suspension is appropriate during the period in which a discharge for cause is pursued. If the superintendent is ultimately discharged for cause, the board may determine the amount of compensation, if any, due the superintendent during the period of suspension. If the superintendent is ultimately not discharged, the board may not apply any reduction to the superintendent's salary for the period of suspension.

15.1-14-09. School district superintendent - Nonrenewal of contract - Reasons - Notice.

1. If the board of a school district contemplates not renewing the contract of a superintendent who has been employed by the board in that position for at least two consecutive years, the board shall on or before April fifteenth:
 - a. Provide written notification of the contemplated nonrenewal to the superintendent.
 - b. Schedule a hearing to be held on or before April twenty-first for the purpose of discussing and acting upon the contemplated nonrenewal.
 - c. Provide written notification of the date, time, and place for the hearing to the superintendent.
 - d. Provide written notification of the reasons for the contemplated nonrenewal to the superintendent.
2. a. The reasons for the contemplated nonrenewal of the superintendent's contract must:
 - (1) Be sufficient to justify the contemplated nonrenewal;
 - (2) Relate to the ability, competence, or qualifications of the superintendent; and

- (3) Originate from specific findings documented in the formal evaluation of the superintendent's performance required by section 15.1-14-03.
- b. The provisions of this section do not apply if the contemplated nonrenewal is based on a necessary reduction in personnel.

15.1-14-10. School district superintendent - Nonrenewal of contract - Hearing.

1. At the hearing required by section 15.1-14-09, the board of the school district shall present testimony or documentary evidence to substantiate the reasons for the contemplated nonrenewal of a superintendent who has been employed by the board in that position for at least two consecutive years.
2. The superintendent may call witnesses and present evidence necessary to refute the reasons for nonrenewal.
3. Each witness appearing on behalf of the board of the school district or the superintendent may be questioned for the purpose of clarification.
4. Unless otherwise agreed to by the board and the superintendent, the hearing must be conducted as an executive session of the board, except that:
 - a. The superintendent may invite to the hearing any two representatives to speak on behalf of the superintendent and may invite the superintendent's spouse or one other family member.
 - b. The board may invite to the hearing any two representatives to speak on behalf of the board and may invite the school district business manager.
5. If the superintendent chooses to be accompanied by an attorney, the legal expenses attributable to that representation are the responsibility of the superintendent.
6. If a continuance is requested by the superintendent, the board shall grant a continuance for a period not to exceed seven days.
7. No cause of action for libel or slander may be brought regarding any communication made at an executive session held by the board for the purposes provided in this section.
8. If, after considering the testimony and evidence presented at the hearing, the board chooses not to renew the contract of the superintendent, the board shall provide written notice of its decision to the superintendent on or before May first.

15.1-14-11. School district superintendent - Contract - Failure to provide notice of nonrenewal.

The contract of a school district superintendent is deemed to be renewed for a period of one year from its termination date if:

1. On or before April fifteenth, the board of a school district has not provided written notification to the superintendent regarding a contemplated nonrenewal of the superintendent's contract; and
2. On or before June first, the superintendent has not provided to the board a written resignation.

15.1-14-12. School district superintendent - Employed for less than two years - Notification of nonrenewal.

If the board of a school district elects not to renew the contract of a superintendent who has been employed by the board in that position for less than two years, the board shall provide written notice of the nonrenewal to the superintendent before May first. At the request of the superintendent, the board shall meet with the superintendent to convey the reasons for the nonrenewal.

15.1-14-13. Multidistrict special education unit - Director - Evaluation.

1. Before December fifteenth of each year, the board of a multidistrict special education unit shall conduct a formative evaluation of the director's performance.

2. Before March fifteenth of each year, the board shall conduct a formal evaluation of the director's performance. The board shall place a copy of the evaluation report in the director's file and shall provide a copy of the evaluation report to the director.
3. If the board finds the director's performance to be unsatisfactory in any area, the board shall detail its findings regarding the director's performance in the report and shall make recommendations.
4. Upon receiving the report, the director may provide a written response to the board. The board shall place the director's written response in the director's personnel file.
5. The board shall meet with the director to discuss the evaluation.

15.1-14-14. Multidistrict special education unit - Director - Grounds for dismissal.

The board of a multidistrict special education unit may dismiss a director prior to the expiration of the individual's contract for any of the following causes:

1. Immoral conduct.
2. Insubordination.
3. Conviction of a felony.
4. Conduct unbecoming the position of a director.
5. Failure to perform contracted duties without justification.
6. Gross inefficiency that the director has failed to correct after written notice.
7. Continuing physical or mental disability that renders the director unfit or unable to perform the director's duties.

15.1-14-15. Multidistrict special education unit - Director - Discharge for cause - Notice of hearing - Legal expenses.

1. If the board of a multidistrict special education unit intends to discharge a director for cause prior to the expiration of the director's contract, the board shall:
 - a. Provide the director with a written description of the reasons for the discharge; and
 - b. Provide the director with written notice specifying the date and time at which the board will conduct a hearing regarding the discharge.
2. If the director chooses to be accompanied by an attorney, the legal expenses attributable to that representation are the responsibility of the director.

15.1-14-16. Multidistrict special education unit - Director - Discharge for cause - Hearing.

1. At the hearing, the director may produce evidence and witnesses to rebut any reasons given by the board of the multidistrict special education unit for its discharge of the director.
2. The hearing must be conducted in accordance with chapter 28-32.
3. All witnesses are subject to cross-examination.
4. Unless otherwise agreed to by the board and the director, the hearing must be conducted as an executive session of the board, except that:
 - a. The director may invite to the hearing any two representatives to speak on behalf of the director and may invite the director's spouse or one other family member.
 - b. The board may invite to the hearing any two representatives to speak on behalf of the board and may invite the unit's business manager.
5. If a continuance is requested by the director, the board shall grant a continuance for a period not in excess of seven days. The board may grant a continuance in excess of seven days upon a showing of good cause.
6. No cause of action for libel or slander may be brought regarding any communication made at an executive session held by the board for the purposes provided in this section.

15.1-14-17. Multidistrict special education unit - Director - Discharge for cause - Report to the education standards and practices board.

If the board of a multidistrict special education unit discharges a director for cause, the board shall report the discharge to the education standards and practices board.

15.1-14-18. Multidistrict special education unit - Director - Suspension during discharge proceeding - Compensation.

The board of a multidistrict special education unit may suspend a director if, by unanimous vote, the board determines that suspension is appropriate during the period in which a discharge for cause is pursued. If the director is ultimately discharged for cause, the board may determine the amount of compensation, if any, due the director during the period of suspension. If the director is ultimately not discharged, the board may not apply any reduction to the director's salary for the period of suspension.

15.1-14-19. Multidistrict special education unit - Director - Nonrenewal of contract - Reasons - Notice.

1. If the board of a multidistrict special education unit contemplates not renewing the contract of a director who has been employed by the board in that position for at least two consecutive years, the board, on or before April fifteenth, shall:
 - a. Provide written notification of the contemplated nonrenewal to the director.
 - b. Schedule a hearing to be held on or before April twenty-first for the purpose of discussing and acting upon the contemplated nonrenewal.
 - c. Provide written notification of the date, time, and place for the hearing to the director.
 - d. Provide written notification of the reasons for the contemplated nonrenewal to the director.
2. a. The reasons for the contemplated nonrenewal of the director's contract must:
 - (1) Be sufficient to justify the contemplated nonrenewal;
 - (2) Relate to the ability, competence, or qualifications of the director; and
 - (3) Originate from specific findings documented in the formal and written evaluations of the director's performance required by section 15.1-14-13.
- b. The provisions of this section do not apply if the contemplated nonrenewal is based on a necessary reduction in personnel.

15.1-14-20. Multidistrict special education unit - Director - Nonrenewal of contract - Hearing.

1. At the hearing required by section 15.1-14-19, the board of the multidistrict special education unit shall present testimony or documentary evidence to substantiate the reasons for the contemplated nonrenewal of a director who has been employed by the board in that position for at least two consecutive years.
2. The director may call witnesses and present evidence necessary to refute the reasons for nonrenewal.
3. Each witness appearing on behalf of the board or the director may be questioned for the purpose of clarification.
4. Unless otherwise agreed to by the board and the director, the hearing must be conducted as an executive session of the board, except that:
 - a. The director may invite to the hearing any two representatives to speak on behalf of the director and may invite the director's spouse or one other family member.
 - b. The board may invite to the hearing any two representatives to speak on behalf of the board and may invite the unit's business manager.
5. If the director chooses to be accompanied by an attorney, the legal expenses attributable to that representation are the responsibility of the director.
6. If a continuance is requested by the director, the board shall grant a continuance for a period not in excess of seven days.

7. No cause of action for libel or slander may be brought regarding any communication made at an executive session held by the board for the purposes provided in this section.
8. If, after considering the testimony and evidence presented at the hearing, the board chooses not to renew the contract of the director, the board shall provide written notice of its decision to the director on or before May first.

15.1-14-21. Multidistrict special education unit - Director - Contract - Failure to provide notice of nonrenewal.

The contract of a multidistrict special education unit director is deemed to be renewed for a period of one year from its termination date if:

1. On or before April fifteenth, the board of the multidistrict special education unit has not provided written notification to the director regarding a contemplated nonrenewal of the director's contract; and
2. On or before June first, the director has not provided to the board a written resignation.

15.1-14-22. Multidistrict special education unit - Director - Employed for less than two years - Notification of nonrenewal.

If the board of a multidistrict special education unit elects not to renew the contract of a director who has been employed by the board in that position for less than two years, the board shall provide written notice of the nonrenewal to the director before May first. At the request of the director, the board shall meet with the director to convey the reasons for the nonrenewal.

15.1-14-23. Area career and technology center - Director - Evaluation.

1. Before December fifteenth of each year, the board of an area career and technology center shall conduct a formative evaluation of the director's performance.
2. Before March fifteenth of each year, the board shall conduct a formal evaluation of the director's performance. The board shall place a copy of the evaluation report in the director's file and shall provide a copy of the evaluation report to the director.
3. If the board finds the director's performance to be unsatisfactory in any area, the board shall detail its findings regarding the director's performance in the report and shall make recommendations.
4. Upon receiving the report, the director may provide a written response to the board. The board shall place the director's written response in the director's personnel file.
5. The board shall meet with the director to discuss the evaluation.

15.1-14-24. Area career and technology center - Director - Grounds for dismissal.

The board of an area career and technology center may dismiss a director prior to the expiration of the individual's contract for any of the following causes:

1. Immoral conduct.
2. Insubordination.
3. Conviction of a felony.
4. Conduct unbecoming the position of a director.
5. Failure to perform contracted duties without justification.
6. Gross inefficiency that the director has failed to correct after written notice.
7. Continuing physical or mental disability that renders the director unfit or unable to perform the director's duties.

15.1-14-25. Area career and technology center - Director - Discharge for cause - Notice of hearing - Legal expenses.

1. If the board of an area career and technology center intends to discharge a director for cause prior to the expiration of the director's contract, the board shall:
 - a. Provide the director with a written description of the reasons for the discharge; and

- b. Provide the director with written notice specifying the date and time at which the board will conduct a hearing regarding the discharge.
2. If the director chooses to be accompanied by an attorney, the legal expenses attributable to that representation are the responsibility of the director.

15.1-14-26. Area career and technology center - Director - Discharge for cause - Hearing.

1. At the hearing, the director may produce evidence and witnesses to rebut any reasons given by the board of the area career and technology center for its discharge of the director.
2. The hearing must be conducted in accordance with chapter 28-32.
3. All witnesses are subject to cross-examination.
4. Unless otherwise agreed to by the board and the director, the hearing must be conducted as an executive session of the board, except that:
 - a. The director may invite to the hearing any two representatives to speak on behalf of the director and may invite the director's spouse or one other family member.
 - b. The board may invite to the hearing any two representatives to speak on behalf of the board and may invite the center's business manager.
5. If a continuance is requested by the director, the board shall grant a continuance for a period not in excess of seven days. The board may grant a continuance in excess of seven days upon a showing of good cause.
6. No cause of action for libel or slander may be brought regarding any communication made at an executive session held by the board for the purposes provided in this section.

15.1-14-27. Area career and technology center - Director - Discharge for cause - Report to the education standards and practices board.

If the board of an area career and technology center discharges a director for cause, the board shall report the discharge to the education standards and practices board.

15.1-14-28. Area career and technology center - Director - Suspension during discharge proceeding - Compensation.

The board of an area career and technology center may suspend a director if, by unanimous vote, the board determines that suspension is appropriate during the period in which a discharge for cause is pursued. If the director is ultimately discharged for cause, the board may determine the amount of compensation, if any, due the director during the period of suspension. If the director is ultimately not discharged, the board may not apply any reduction to the director's salary for the period of suspension.

15.1-14-29. Area career and technology center - Director - Nonrenewal of contract - Reasons - Notice.

1. If the board of an area career and technology center contemplates not renewing the contract of a director who has been employed by the board in that position for at least two consecutive years, the board shall on or before April fifteenth:
 - a. Provide written notification of the contemplated nonrenewal to the director.
 - b. Schedule a hearing to be held on or before April twenty-first for the purpose of discussing and acting upon the contemplated nonrenewal.
 - c. Provide written notification of the date, time, and place for the hearing to the director.
 - d. Provide written notification of the reasons for the contemplated nonrenewal to the director.
2. a. The reasons for the contemplated nonrenewal of the director's contract must:
 - (1) Be sufficient to justify the contemplated nonrenewal;
 - (2) Relate to the ability, competence, or qualifications of the director; and

- (3) Originate from specific findings documented in the formal and written evaluations of the director's performance required by section 15.1-14-23.
- b. The provisions of this section do not apply if the contemplated nonrenewal is based on a necessary reduction in personnel.

15.1-14-30. Area career and technology center - Director - Nonrenewal of contract - Hearing.

1. At the hearing required by section 15.1-14-29, the board of the area career and technology center shall present testimony or documentary evidence to substantiate the reasons for the contemplated nonrenewal of a director who has been employed by the board in that position for at least two consecutive years.
2. The director may call witnesses and present evidence necessary to refute the reasons for nonrenewal.
3. Each witness appearing on behalf of the board or the director may be questioned for the purpose of clarification.
4. Unless otherwise agreed to by the board and the director, the hearing must be conducted as an executive session of the board, except that:
 - a. The director may invite to the hearing any two representatives to speak on behalf of the director and may invite the director's spouse or one other family member.
 - b. The board may invite to the hearing any two representatives to speak on behalf of the board and may invite the center's business manager.
5. If the director chooses to be accompanied by an attorney, the legal expenses attributable to that representation are the responsibility of the director.
6. If a continuance is requested by the director, the board shall grant a continuance for a period not to exceed seven days.
7. No cause of action for libel or slander may be brought regarding any communication made at an executive session held by the board for the purposes provided in this section.
8. If, after considering the testimony and evidence presented at the hearing, the board chooses not to renew the contract of the director, the board shall provide written notice of its decision to the director on or before May first.

15.1-14-31. Area career and technology center - Director - Contract - Failure to provide notice of nonrenewal.

The contract of an area career and technology center director is deemed to be renewed for a period of one year from its termination date if:

1. On or before April fifteenth, the board of the center has not provided written notification to the director regarding a contemplated nonrenewal of the director's contract; and
2. On or before June first, the director has not provided to the board a written resignation.

15.1-14-32. Area career and technology center - Director - Employed for less than two years - Notification of nonrenewal.

If the board of an area career and technology center elects not to renew the contract of a director who has been employed by the board in that position for less than two years, the board shall provide written notice of the nonrenewal to the director before May first. At the request of the director, the board shall meet with the director to convey the reasons for the nonrenewal.