

## **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.
  - a. On or before November fifteenth of each year, the board of a school district shall conduct an evaluation of the superintendent's performance.
  - b. On or before March fifteenth of each year, the board shall conduct a second evaluation of the superintendent's performance.
  - c. The board shall provide a copy of each evaluation report required by this subsection to the superintendent and shall place a copy of each report in the superintendent's personnel file.
2. 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.
3. Upon receiving an evaluation 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.
4. The board shall meet with the superintendent to discuss the evaluation.

### **15.1-14-03.1. Individual functioning as a principal and a superintendent - Treatment.**

Notwithstanding the provisions of chapter 15.1-15, if an individual is employed by the board of a school district to function as both a school principal and a school district superintendent, that individual must be treated as a school district superintendent for all purposes related to the individual's evaluation, discharge, and nonrenewal, as set forth in accordance with sections 15.1-14-03 through 15.1-14-12.

### **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.**

1. 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, in executive session, to convey the reasons for the nonrenewal.

2. No claim for libel or slander may be brought regarding any communication made at an executive session held in accordance with this section.

**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.