

ed under the auspices of community mental health centers construction programs sponsored by the government of the United States, *(f) mortgage or other financial costs specifically approved by the commissioner of public welfare for buildings and facilities which are not constructed under the auspices of community mental health centers construction programs sponsored by the government of the United States, providing such grants do not exceed 25 percent of total construction costs,* and ~~(f)~~ *(g) other expenditures specifically approved and authorized by the commissioner of public welfare, nor shall they exceed in any fiscal year 55 cents per capita of the area served by the program. Where any county served by a program hereunder has an assessed valuation of real and personal property of less than \$13,000,000 and the required total mill levy for all costs, including administrative costs, for all forms of public assistance exceeds by 50 percent or more the average required mill levy for such costs in all counties of the state, and the levy is insufficient to pay the county's share of such costs, said county may levy annually, for the purposes of Laws 1963, Chapter 796, a special tax in excess of any statutory limitation of not to exceed two mills and grants hereunder, attributable to such county's proportionate share of the total expenditures based on the ratio of such county's population to the total population of the area served by the program, may exceed 50 percent of the total expenditures but shall not exceed 83 cents per capita of such county. No grants shall be made for capital expenditures, except as herein provided. Grants may be made for expenditures for mental health services whether provided by operation of a local facility or through contract with other public or private agencies.*

Approved May 25, 1967.

CHAPTER 890—S. F. No. 390

An act relating to education; providing for the tenure of teachers employed in districts outside cities of the first class; requiring all school boards to establish the length of the school year by a certain date; amending Minnesota Statutes 1965, Sections 125.12 and 126.12.

Be it enacted by the Legislature of the State of Minnesota:

Section 1. Minnesota Statutes 1965, Section 125.12, is amended to read:

Changes or additions indicated by italics, deletions by ~~strikeout~~.

125.12 Teachers' employment; contracts, termination. Subdivision 1. **Teacher defined.** A superintendent, principal, supervisor, and classroom teacher and any other ~~professional~~ *professional* employee required to hold a certificate from the state department shall be deemed to be a "teacher" within the meaning of this section.

Subd. 2. **Hiring, dismissing.** School boards shall hire or dismiss teachers at *duly called* meetings ~~called for that purpose; provided that~~. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher shall be made or authorized except upon the unanimous vote of the *full board*. No teacher related by blood or marriage, within the fourth degree, computed by the civil law, to a board member shall be employed except by a unanimous vote of the full board. The employment shall be by written contract, signed by the teacher and; in ~~common school districts; by at least two members of the board; in special and independent districts;~~ by the chairman and clerk. Contracts for teaching or supervision of teaching can be made only with qualified teachers. Such contract shall specify the wages per year *and the general assignment of the teacher*.

Subd. 3. **Probationary period.** The first and second *consecutive* years of a ~~beginning~~ teacher's first teaching experience in Minnesota *in a single school district* shall be deemed to be a probationary period of employment, *and after completion thereof, the probationary period in each school district in which he is thereafter employed shall be one year. A teacher who has complied with the then applicable probationary requirements in a school district prior to July 1, 1967, shall not be required to serve a new probationary period in the said district subsequent thereto.* During ~~this~~ the probationary period any annual contract with any ~~each~~ teacher may or may not be renewed as the school board shall see fit; provided, however, *that the school board shall give written notice to renew or not to renew such contract; to the teacher prior to April 1 any such teacher whose contract it declines to renew for the following school year written notice to that effect before April 1.* If the teacher requests reasons for any nonrenewal of a teaching contract, the school board shall give ~~their~~ *the teacher its* reason in writing, ~~if requested; including a statement that appropriate supervision was furnished the teacher during his employment by the board, within ten days after receiving such request. The school board may, after a hearing held upon due notice, discharge a teacher during the probationary period for cause, effective immediately, under Minnesota Statutes, Section 123.14, Subdivision 4, or Section 123.35, Subdivision 5.~~

Subd. 4. **Termination of contract after probationary period.** *A teacher who has completed his probationary period in any school*

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district, and who has not been discharged or advised of a refusal to renew his contract pursuant to subdivision 3, shall have a continuing contract with such district. Thereafter, the teacher's contract shall remain in full force and effect, except as modified by mutual consent of the board and the teacher, until terminated by a majority roll call vote of the full membership of the board, upon one of the grounds specified in subdivision 6, or by the written resignation of the teacher, before April 1, or until the teacher is discharged pursuant to subdivision 8. *Contracts for probationary teachers to be rehired and for teachers who have a continuing contract hereunder shall be submitted to those teachers no later than March 20th of the school year preceding the school year to which they apply.* ~~Provided;~~ Before a teacher's contract is terminated by the board, the board shall notify the teacher in writing and state its ~~reason~~ *ground* for the proposed termination *in reasonable detail; together with a statement that the teacher may make a written request for a hearing before the board within 14 days after receipt of such notification.* Within ~~ten~~ 14 days after receipt of this notification the teacher may make a written request for a hearing before the board and it shall be granted before final action is taken. *If no hearing is requested within such period, it shall be deemed acquiescence by the teacher to the board's action.* Such termination shall take effect at the close of the school year in which the contract is terminated in the manner aforesaid. Such contract may be terminated at any time by mutual consent of the board and the teacher and this section shall not affect the powers of a board to *suspend, discharge, or demote a teacher under and pursuant to other provisions of law.*

Subd. 4. 5. **Retirement.** Notwithstanding the foregoing provisions, a board may provide by rule that its teachers shall be retired at age 65.

Subd. 6. **Grounds for termination.** *A continuing contract may be terminated, effective at the close of the school year, upon any of the following grounds:*

- (a) *Inefficiency;*
- (b) *Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;*
- (c) *Conduct unbecoming a teacher which materially impairs his educational effectiveness;*
- (d) *Other good and sufficient grounds rendering the teacher unfit to perform his duties; or*
- (e) *Discontinuance of position, lack of pupils, or merger of*

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classes caused by consolidation of districts or otherwise, provided that in the event of a consolidation of school districts, continuing-contract teachers on the staffs of participating districts shall be retained on the staff of the consolidated district in positions for which they are qualified under state law and state board regulations to the extent that such positions exist.

A contract shall not be terminated upon one of the grounds specified in clauses (a), (b), (c), or (d), unless the teacher shall have failed to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.

Subd. 7. Suspension and leave of absence for health reasons. Affliction with active tuberculosis or other communicable disease, mental illness, drug or alcoholic addiction, or other serious incapacity shall be grounds for temporary suspension and leave of absence while the teacher is suffering from such disability. Unless the teacher consents, such action shall be taken only upon evidence that suspension is required from a physician who has examined the teacher. The physician shall be competent in the field involved and shall be selected by the teacher from a list of three provided by the school board, and the examination shall be at the expense of the school district. A copy of the report of the physician shall be furnished the teacher upon request. If the teacher fails to submit to the examination within the prescribed time, the board may discharge him, effective immediately. In the event of mental illness, if the teacher submits to such an examination and the examining physician's or psychiatrist's statement is unacceptable to the teacher or the board, a panel of three physicians or psychiatrists shall be selected to examine the teacher at the board's expense. The board and the teacher shall each select a member of this panel, and these two members shall select a third member. The panel shall examine the teacher and submit a statement of its findings and conclusions to the board. Upon receipt and consideration of the statement from the panel the board may suspend the teacher. The board shall notify the teacher in writing of such suspension and the reasons therefor. During the leave of absence the teacher shall be paid sick leave benefits by the district up to the amount of his unused accumulated sick leave, and after it is exhausted, the district may in its discretion pay him additional benefits. The teacher shall be reinstated to his position upon evidence from such a physician that he has made sufficient recovery and is capable of resuming performance of his duties in a proper manner. In the event that the teacher does not qualify for reinstatement within twelve months after the date of suspension, his continuing disability may be a ground for discharge under subdivision 8.

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Subd. 8. Immediate discharge. A school board may discharge a continuing-contract teacher, effective immediately, upon any of the following grounds:

- (a) *Immoral conduct, insubordination, or conviction of a felony;*
- (b) *Conduct unbecoming a teacher which requires the immediate removal of the teacher from his classroom or other duties;*
- (c) *Failure without justifiable cause to teach without first securing the written release of the school board;*
- (d) *Gross inefficiency which the teacher has failed to correct after reasonable written notice;*
- (e) *Willful neglect of duty; or*
- (f) *Continuing physical or mental disability subsequent to a twelve months leave of absence and inability to qualify for reinstatement in accordance with subdivision 7.*

Prior to discharging a teacher the board shall notify the teacher in writing and state its ground for the proposed discharge in reasonable detail. Within ten days after receipt of this notification the teacher may make a written request for a hearing before the board and it shall be granted before final action is taken. The board may, however, suspend a teacher with pay pending the conclusion of such hearing and determination of the issues raised therein after charges have been filed which constitute ground for discharge.

Subd. 9. Hearing procedures. Any hearing held pursuant to this act shall be held upon appropriate and timely notice to the teacher, and shall be private or public at the discretion of the teacher. At the hearing, the board and the teacher may each be represented by counsel at its or his own expense, and such counsel may examine and cross-examine witnesses and present arguments. The board shall first present evidence to sustain the grounds for termination or discharge and then receive evidence presented by the teacher. Each party may then present rebuttal evidence. Dismissal of the teacher shall be based upon substantial and competent evidence in the record. All witnesses shall be sworn upon oath administered by the presiding officer of the board. The clerk of the board shall issue subpoenas for witnesses or the production of records pertinent to the grounds upon the request of either the board or the teacher. The board shall employ a court reporter to record the proceedings at the hearing, and either party may obtain a transcript thereof at its own expense.

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Subd. 10. Decision. After the hearing, the board shall issue a written decision and order. If the board orders termination of a continuing contract or discharge of a teacher, its decision shall include findings of fact based upon competent evidence in the record and shall be served on the teacher, accompanied by an order of termination or discharge, prior to April 1 in the case of a contract termination, or within ten days after conclusion of the hearing in the case of a discharge. If the decision of the board or of a reviewing court is favorable to the teacher, the proceedings shall be dismissed and the decision entered in the board minutes, and all references to such proceedings shall be excluded from the teacher's record file.

Subd. 11. Judicial review. The pendency of judicial proceedings shall not be ground for postponement of the effective date of the school board's order, but if judicial review eventuates in reinstatement of the teacher, the board shall pay the teacher all compensation withheld as a result of the termination or dismissal order.

Subd. 5. 13. Exception. This section shall not apply to any district in a city of the first class.

Sec. 2. Minnesota Statutes 1965, Section 126.12, is amended to read:

126.12 Length of school year. The school shall be maintained not less than nine months, but this provision shall not apply to night schools or kindergartens. The school month shall consist of four weeks. Every Saturday shall be a school holiday and all legal holidays shall be counted as part of the school week. *The school board shall determine the number of school days of each school year on or before April 1 of the calendar year in which such school year commences.*

Sec. 3. *Section 1 is in effect as of July 1, 1967.*

Approved May 25, 1967.

CHAPTER 891—S. F. No. 1820

[Not Coded]

An act relating to the Great Lakes Basin Commission for joint inter-state and federal planning of water and related land resources, appropriating money therefor.

Be it enacted by the Legislature of the State of Minnesota:

Changes or additions indicated by italics, deletions by ~~strikeout~~.