



North Dakota House of Representatives

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Mr. Chairman, members of the committee - For the record, my name is Anna Novak, Representative from District 33. I sponsored HB1259, which came from a field-based recommendation as a result of it not being clear in law.

Schools have always dealt with issues where they've had short-term positions. Whether these positions are for a short period or are funded by grants, these positions are needed for varying reasons, such as short-term grants awarded or Covid funding. There are many rational reasons why offering a regular contract for a limited scope position isn't in the best interest of the school or for the individual agreeing to do the work.

Currently, districts run into issues with these positions with continuing contract law, which is also known as teacher tenure, and that can make it difficult to end those positions in a graceful fashion. During COVID, this put even more stress on schools that wanted to hire additional staff to support their students but were challenged with ongoing continuing contract costs. In the end, many could not make that choice fiscally.

There was recently a situation here in North Dakota where someone was hired for a short-term education position, but they worked at the school for more than three years. Even though the person had been hired for a short-term position, the person felt they deserved tenure and the case was brought to court but was eventually settled, which is why HB1259 came to fruition.

This bill very easily and clearly creates a way for schools to be able to hire individuals for short-term positions so a situation like the one I described doesn't happen again. If the contract clearly indicates that the employment is limited in nature and includes with it no continuing contract rights – because both parties very clearly understand the language in the contract – offering such a contract would be permissible. And truly, this has been in practice for quite some time. This adjustment will simply clear up any grey area in the law.

With that, I will stand for questions.