

SUPERINTENDENT CONTRACT AND CONTRACT NON-RENEWAL

The length of the contract for employment between the superintendent and the board shall be determined by the board. The contract will begin on July 1 and end on June 30. The contract shall state the terms of the employment **and not exceed three years.**

The first ~~two years~~ **three consecutive years** of a contract issued to a newly employed superintendent shall be considered a probationary period. **The probationary period may be extended for an additional year upon the consent of the superintendent.** In the event of termination of a probationary or non-probationary contract, the board shall afford the superintendent appropriate due process, including notice by **April 15, as required by law.** The superintendent and board may mutually agree to terminate the superintendent's contract at any time.

It shall be the responsibility of the board to provide the contract for the position of superintendent. **The board may issue a temporary and nonrenewable contract in accordance with law.**

If the superintendent wishes to resign, to be released from a contract, or to retire, the superintendent must comply with **applicable law and board policies.**

Legal Reference: Cook v Plainfield Community School District, 301 N.W.2d 771 (Iowa App. 1980).
 Board of Education of Fort Madison Community School District v. Youel, 282 N.W.2d 677 (Iowa 1979).
 Briggs v Board of Directors of Hinton Community School District, 282 N.W.2d 740 (Iowa 1979).
 Iowa Code §§ 279.20,.22-.25 (1991).
 281 I.A.C. 12.4(4).
 Luse v. Waco Community School District of Henry Co., 258 Iowa 1087, 141 N.W.2d 607 (1966).

Cross Reference: 305 Reduction in Administrative Positions
 407 Licensed Employees Termination of Employment

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