SUPERINTENDENT OF SCHOOLS - CONTRACT

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

The first three consecutive years of a contract issued to a newly employed superintendent is 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 will afford the superintendent appropriate due process, as required by law. The superintendent and board may mutually agree to terminate the superintendent's contract at any time.

It is the responsibility of the board to provide the contract for the 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, contract terms and board policies.

The board has complete discretion to set the salary of the superintendent. It is the responsibility of the board to set the salary and benefits of the superintendent at a level that will include consideration of, but not be limited to, the economic condition of the school district and the training, experience, skill, and demonstrated competence of the superintendent. The salary is set at the beginning of each contract term.

In addition to the salary and benefits, the superintendent's actual and necessary expenses are paid by the school district when the superintendent is performing work-related duties. It is within the discretion of the board to pay dues to professional organizations for the superintendent. Approval of dues and other benefits or compensation will be included in the records of the board in accordance with board policy.

The board encourages the superintendent to be involved in the school district community by belonging to school district community organizations and attending and participating in school district community activities.

It is the responsibility of the superintendent to become involved in school district community activities and events. The board may include a lump sum amount as part of the superintendent's compensation to be used specifically for paying the annual fees of the superintendent for school district community activities and events if, in the board's judgment, the superintendent's participation will further the public purpose of promoting and deriving support for the school district and public education in general. It is within the discretion of the board to pay annual fees for professional organizations and activities.
The superintendent is considered a full-time employee. The board expects the superintendent to give the responsibilities of the position precedence over other employment. The superintendent may accept consulting or outside employment for pay as long as, in the judgment of the board and pending approval by the board, the work is conducted on the superintendent's personal time, does not create a conflict of interests and it does not interfere with the performance of the superintendent's duties.

The board reserves the right, however, to request that the superintendent cease the outside employment as a condition of continued employment. The board will give the superintendent thirty days' notice to cease outside employment.

Legal Reference: (Code of Iowa)


*Cook v Plainfield Community School District*, 301 N.W.2d 771 (Iowa App. 1980).


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