

Book	Policy Manual
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Title	Updated Copy of EMPLOYMENT OF THE SUPERINTENDENT
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1220 - **EMPLOYMENT OF THE SUPERINTENDENT**

The School Board vests the primary responsibility for administration of the School Corporation in the Superintendent. The appointment of the Superintendent is, therefore, one of the most important functions the Board can perform.

~~Whenever the position of Superintendent becomes vacant, the Board shall appoint a Superintendent and fix their salary and term of employment.~~ The Board shall appoint a Superintendent if a vacancy occurs or will immediately occur in the Office of the Superintendent due to: 1) expiration of the term; or 2) death, resignation, or removal from office of the incumbent Superintendent. The Board shall fix their salary and term of employment, which shall be for a term of at least one (1) year and not more than three (3) years. However, a contract may be extended for not more than an additional five (5) years beyond the term of the original contract.

The Board shall not enter into a contract with a Superintendent on or after the date of the election of one or more members of the governing body until January 1 of the year immediately following the year of the election. This policy provision does not apply if the membership of the governing body does not change by more than one member as a result of the particular election (I.C. 20-28-8-6).

If the contract contains a provision that establishes an amount the Board must pay to the Superintendent to buy out the contract, the amount may not be more than an amount equal to the lesser of:

- A. the Superintendent's salary for any one (1) year under the contract; or
- B. \$250,000.

A Superintendent's salary under clause (A) does not include benefits or any other forms of compensation that the Superintendent receives as payment under the contract other than the Superintendent's salary.

The contract between the Board and the Superintendent shall not provide for the awarding of a monetary bonus or other incentive that is based on the approval of a public question under I.C. 6-1.1-20 or I.C. 20-46 (referendum).

The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent.

It may be aided in this task by:

- A. a committee of Board members;
- B. the services of professional consultants;
- C. the counsel of the outgoing Superintendent;
- D. the participation of members of the community.

Recruitment procedures will be prepared in advance of the search and will include:

- A. preparation of a written job specification for the position of Superintendent;

- B. preparation of written specifications of qualification in addition to proper State certification;
- C. preparation of informative material describing this Corporation and its educational goals;
- D. where feasible, the opportunity for applicants to visit the schools of this Corporation;
- E. the requirement that each selected candidate for the position be interviewed by Board members in a format that encourages him/her to express his/her educational philosophy;
- F. solicitation of applications from a wide geographical area;
- G. consideration of all applicants fairly without discrimination on the basis of race, gender, age, religion, ethnic background, disability, or other condition unrelated to the position of Superintendent.

No person may be employed as Superintendent of this Corporation unless they have signed an employment contract with the Board.

At least seven (7) days before a contract for employment is entered into between the Board and the Superintendent, the Board shall hold a public meeting on the proposed contract to hear objections to and support for and discuss the proposed contract.

The Board Secretary shall submit notice of the hearing on the proposed contract for publication in a newspaper serving the Corporation in compliance with I.C. 5-3-1 and for posting on the newspaper's Internet website in compliance with I.C. 5-3-1-1.5 at least once no less than ten (10) days before the date of the hearing. The Board Secretary also shall direct that the published notice be posted on the Corporation's Internet website.

The notice shall:

- A. state that on a given day, time, and place, the Board will meet to discuss and hear objections to and support for the proposed contract; and
- B. set forth the details of the proposed contract, including the actual monetary value of the contract, benefits, and any additional forms of compensation for each year of the contract.

The name of the candidate for the position of Superintendent **is not required to be disclosed** ~~shall not be included~~ in the notices or discussion of the proposed contract.

Such contract shall be in the basic form of the regular teacher's contract if the Superintendent holds a license under I.C. 20-28-5 and include:

- A. the term for which employment is contracted, including beginning and ending dates;
- B. the salary that the Superintendent will be paid and the intervals at which they will be paid;
- C. the benefits to which they are entitled;
- D. such other matters as may be necessary to a full and complete understanding of the employment contract.

The Board's appointment of the Superintendent shall be effective by resolution of the Board. The Resolution must specify the day on which the Superintendent's salary must be prescribed in the resolution declaring the Superintendent's appointment and must be paid to the Superintendent in a frequency determined by the Board, but not less frequently than monthly bi-weekly.

The Board shall post the provisions of an employment contract that the Board enters into with the Superintendent of the School on the School's website.

See also Policy 8311 – Public Access to Employee Contracts for further posting requirements following the approval of an employment contract with the Superintendent.

Anti-Nepotism:

'Relatives' include: children, stepchildren, siblings, half-siblings, step-siblings, spouse, domestic partner, parents, stepparents, in-laws, or bona fide dependents of a Board member or the Superintendent.

Relatives of Board members may be employed by the Corporation as Superintendent, provided the member of the Board involved does not participate in any way in the discussion or vote on the relative's employment. Should the Corporation choose to employ a relative as herein defined, both the relative and the Board member must file a conflict of interest statement. Except that such relatives may be employed only for a period that does not exceed one (1) school year.

Relatives of the Superintendent may be employed by the Corporation, provided the staff member being employed is not placed in a position in which the relative staff member would be supervised directly by the Superintendent. Except that such relatives may be employed only for a period which does not exceed one (1) school year.

Corporation employees may not date, develop romantic relationships with or have sexual relations with individuals who are the employee's supervisor or those that they supervise.

The Superintendent so appointed shall devote themselves to the duties of their office.

Any candidate's intentional misstatement of fact material to their qualification for employment or the determination of their salary shall be considered by this Board to constitute grounds for their dismissal.

The person selected for the position of Superintendent shall be required to undergo a physical examination reasonably related to the duties they will be required to perform, the cost of which will be borne by the Corporation.

The contract may be altered or rescinded for a new one at any time by mutual consent of the governing body and the superintendent. The consent of both parties must be in writing and must be expressed in a manner consistent with I.C. 20-28-8-6, -7, and -8. If the Superintendent holds a license under I.C. 20-28-5, the rights of a Superintendent as a teacher under any other law are not affected by the contract unless those rights conflict with the terms of I.C. 20-28-8-6(b), in which case the provisions of I.C. 20-28-8-6(b) govern.

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Legal

I.C. 5-3-1

I.C. 5-14-1.5-6.1(b)(5) and (9)

I.C. 6-1.1-20

I.C. 20-28-5

I.C. 20-28-8-6

I.C. 20-28-8-7

I.C. 20-28-8-8

I.C. 20-28-8-13

I.C. 20-46