

\*304 — Superintendent Appointment: This policy has been updated to reflect current legal references. In addition, optional language was added to address travel required by the district as well as example vacation verbiage.

The superintendent will be the executive officer of the board with such powers and duties as the board may prescribe to him or her. The superintendent acts as the authorized representative of the district whenever it is required, unless another person is named by the board to act as its authorized representative.

The superintendent will be properly certified pursuant to Idaho State Board of Education (SBOE) rules for the position.

The superintendent has authorization to attend all meetings of the Idaho State Board of Education or the Idaho State Superintendent of Public Instruction to which the superintendent is invited at district expense. *The district will also reimburse the superintendent for additional reasonable travel expenses for travel required by the district to fulfill his or her job responsibilities, including attendance at conferences, workshops, and other professional meetings. Travel and the payment of expenses must be preapproved by the board.*

**CONTRACT**

The superintendent will be employed for a term not to exceed three (3) years and will be paid as determined by the board. The board will enter into a written contract with the superintendent using the superintendent contract form approved by the state superintendent of public instruction. If the superintendent and board determine that another contract will be used, prior approval must be received from the state superintendent of public instruction.

The superintendent will be entitled to paid vacation as determined by the board. *The superintendent will be entitled to a two-week (2-week) paid vacation each of the first five (5) contract years and three (3) weeks annually thereafter taken at the discretion of the superintendent with board approval. The superintendent will receive the same insurance and other benefits as received by other certificated personnel.*

*The superintendent's contract will be reviewed annually and may be extended by board action for an additional year beyond the established expiration date of the contract.*

The superintendent does not acquire renewable contract rights.



**LEGAL REFERENCE:**

Idaho Code Sections

33-320 – ~~Strategic~~ Continuous Improvement Planning and Training

33-513 – Professional Personnel

33-1201 – Certificate Required

IDAPA

08.02.02.~~026-015.03~~ – Administrator Certificate

08.02.02.121.03 – Local District Evaluation Policy, Student Achievement

Superintendent Contract as approved by the Idaho State Superintendent of Public Instruction on

4/24/201403/28/19

*Gardner v. Sch. Dist. No. 55*, 108 Idaho 434, 700 P.2d 56 (1985)

**ADOPTED:** September 1, 2010

**AMENDED:** October 22, 2014, December 18, 2019-

*\*Language in text set forth in italics is optional.*

NOTE: Per the Idaho State Department of Education (SDE) standard superintendent contract, the board of trustees must adopt policy pertaining to superintendent attendance at other professional meetings and conferences, including expenses of travel. Therefore, the board must adopt such language, but may modify the suggested language as appropriate.