

RECOMMENDED: THIS CHANGE IS RECOMMENDED BECAUSE THERE IS NO STATUTORY MANDATE FOR A MEETING “AS EARLY AS IS PRACTICABLE” IN THE LAST YEAR OF THE SUPERINTENDENT’S CONTRACT, ALTHOUGH SUCH REMAINS GOOD PRACTICE. THE CHANGE ALLOWS FOR PERMISSIBLE VARIATIONS IN TIMING AS MAY BE COVERED IN SUPERINTENDENT CONTRACTS OR THE SUPERINTENDENT EVALUATION PROCESS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

ADMINISTRATION

02.1311

## **Contract Renewal of Superintendent**

### **REVIEW OF CONTRACT**

As early as practical in the calendar year in which the Superintendent's contract expires, the Board ~~may~~**will** meet to consider the Superintendent's performance and to consider whether to renew the Superintendent's contract. This provision shall not be interpreted as prohibiting the Board from reviewing the Superintendent’s performance and considering the renewal of the Superintendent’s contract at an earlier **or later** date as may be permitted by law.

The Board may grant an extension of the Superintendent’s contract as permitted by law.

### **NEW CONTRACT**

The Board may agree to enter into a new contract with the Superintendent at any time so long as the term of no Board member will expire in the interim between the making of a contract and its effective date.<sup>1</sup> The new contract cannot become effective until the expiration of the present contract.

### **REFERENCES:**

<sup>1</sup>KRS 160.350

OAG 78-274; 12-OMD-145

Board of Education of McCreary City v. Nevels, Ky App., 551 S.W.2d 15