**TO: Tipton Community School Corporation**

**FROM: Church Church Hittle + Antrim**

**DATE: January 11, 2021**

**RE: Nonrenewal of Administrative Contracts**

For most administrative contracts set to expire at the end of this school term you must give notice by **March 1st** if you are going to refuse to renew the contract. Be aware, there are earlier deadlines for directors of special education or superintendents’ contracts.[[1]](#footnote-1) Failure to give timely notice likely means that the contract is extended for one more school year.

The board must first provide the administrators with preliminary notice of nonrenewal at least thirty (30) days before the **March 1st** notice. The board must deliver this preliminary notice no later than **January 30th**, however, it would be advisable to give the preliminary notice in early January in case the administrator takes advantage of the conference opportunities provided under statute. The preliminary notice must include the reasons for considering a decision not to renew.

If you think one or more administrators may be considered for contract nonrenewal, then the board should take action to grant the superintendent authority to give such notices as the superintendent deems appropriate at the next board meeting. This could be a part of the personnel report on a consent agenda, for example, and does not need to name any particular employee as receiving the notice. The following would suffice for board action: “The Superintendent or designee is authorized to deliver any notice required to advise an employee that the employee’s contract is being considered for nonrenewal.”

Alternatively, the board could identify specific employees being considered for non-renewal and direct the school attorney to provide the employees with notice.

Please note, the above process only terminates the employee’s administrator contract at the end of the term, not the underlying teaching contract. You’ve shared that offering the employee a teaching position was not preferred by the Board. Offering a teaching position is a reasonable option, and eliminates the need to cancel both the administrators and teaching contracts simultaneously. If you and your Board desire to also terminate the employee’s underlying teacher contract, the board would need to follow that statutory process, which we can also walk you through.

If there are questions about this, please contact Attorney, Melissa Cunnyngham, or another member of the CCHA law group.

1. IC § 20-28-8-7 requires the board give notice of nonrenewal to the Superintendent by January 1st. IC § 20-28-8-11 requires a board give notice by February 1st. [↑](#footnote-ref-1)