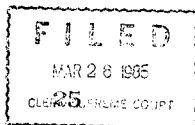


IN THE COURT OF APPEALS OF IOWA



HAROLD BASSETT,)

Plaintiff-Appellant,)

Filed March 26, 1985

vs)

IOWA VALLEY COMMUNITY COLLEGE,)

5-04
83-1282

Defendant-Appellee.)

Appeal from the Iowa District Court for Marshall County - Paul E. Hellwege, Judge

Plaintiff appeals the order dismissing his action for breach of a teaching contract AFFIRMED

R J Wagener, Ankeny, Iowa, for plaintiff-appellant.

Michael J Moon of Cartwright, Druker & Ryden, Marshalltown, Iowa, for defendant-appellee

Considered by Oxberger, C J , Schlegel, and Hayden, JJ

SCHLEGEL, J.

Plaintiff, Harold Bassett, appeals the order dismissing his action for breach of a teaching contract. We affirm.

Our review in this action is for correction of errors of law. Iowa R. App. P. 4 Bassett argues the trial court erred: (1) in ruling that Bassett had waived the continuing contract provisions of Iowa Code section 279.13 (1973); and (2) in ruling that the waiver was valid. These arguments are without merit.

The contract at issue provided in part:

That said employee is to work for 130 days of the 1973-74 academic year providing supportive services as outlined in and authorized by the developing institution's program of the Higher Education Facilities Act of 1963 - Title III (with later amendments), for those participating institutions. Neither the board or employee shall construe this to be a continuing contract beyond the date specified herein.

An amendment to the contract stated in part:

This extracurricular assignment shall not be construed by either the employee or the board to be of a continuing nature beyond the 1973-74 academic year.

Both of these provisions were typed into blank spaces on a printed form.

Interpretation of a contract is a matter of law for the court if the evidence is so clear that a reasonable person could reach but one conclusion. Rector v. Alcorn, 241 N.W.2d 196, 202 (Iowa 1976). The contract provisions set forth above are clear and unambiguous. Therefore, the trial court properly determined as a matter of law that Bassett had waived his right to a continuing contract under Iowa Code section 279.13.

The trial court also correctly determined that Bassett's waiver was effective. Although it is not now possible for a teacher to waive the provisions of section 279.13, Bassett's waiver in 1973 was valid because it occurred before the state legislature substantially amended that section. See Bruton v. Ames Community School District, 291 N.W.2d 351, 352-55 (Iowa 1980) (discussing the development of section 279.13 and related case law).

Because Bassett validly waived the provisions of section 279.13, the trial court properly granted defendant's motion to dismiss.

AFFIRMED.