Policy 2121: Superintendent's Contract   **Status:** DRAFT

Original Adopted Date: 10/02/2018 | **Last Reviewed Date:** 10/02/2018

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent ~~are to~~**will** work together **as a governance team** to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the ~~need for~~**value of** stability in district administration ~~and shall ensure~~ **,** the best use of district resources~~.~~**, and the Board's duty to ensure accountability to the public for the performance of the district's schools.**

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031

2. Length of the work year and hours of work

3. Salary, health and welfare benefits, and other compensation for the position**, including a statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board**

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

   The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the ~~Superintendent's~~ use of ~~his/her~~ **a** personal vehicle.

5. Vacation, illness and injury leave, and personal leaves

6. **Professional development**

7. General duties and responsibilities of the position

8. Criteria, process, and procedure for annual evaluation of the Superintendent

1. ~~A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board~~

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in ~~his/her~~**the Superintendent's** official capacity in the performance of ~~duties related to his/her~~ employment**-related duties**

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the

"labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

Terms of the contract shall remain confidential until the ratification process commences.

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953, 54957.6))

Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

In such an event, ~~any~~**the maximum** cash settlement that the Superintendent may receive upon termination of the contract shall not exceed ~~his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is greater than 18 months, and the contract was executed prior to January 1, 2016, any cash settlement shall not exceed~~ the Superintendent's monthly salary multiplied by ~~18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed~~**the number of months left on the contract or** the Superintendent's monthly salary multiplied by 12~~.~~**, whichever is less.** (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract **is based** upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of ~~his/her~~ office or position, ~~he/she~~**the Superintendent** shall reimburse the district for payments ~~he/she receives~~**received** as paid leave salary pending investigation or as cash settlement upon ~~his/her~~ termination, and for any funds expended by the district in ~~his/her defense~~**defending the Superintendent** against a crime involving ~~his/her~~**the Superintendent's** office or position. (Government Code 53243-53243.4, 53260)

State References	Description
Ed. Code 35031	Term of employment
Ed. Code 41325-41328	Conditions of emergency apportionment - https://simbli.eboardsolutions.com/SU/aWpaslshSYYC7SzGEA4swqslshTQ==
Gov. Code 3511.1-3511.2	Local agency executives
Gov. Code 53243-53243.4	Abuse of office
Gov. Code 53260-53264	Employment contracts
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54956	Special Meetings
Gov. Code 54957	Closed session personnel matters
Gov. Code 54957.1	Closed session, public report of action taken
Gov. Code 54957.6	Closed sessions regarding employee matters
Gov. Code 6250-6270	California Public Records Act

Federal References	Description
26 CFR 1.105-11	Self-insured medical reimbursement plan
26 USC 105	Self-insured medical reimbursement plan; definition of highly compensated individual
42 USC 300gg-16	Group health plan; nondiscrimination in favor of highly compensated individuals

Management Resources References	Description
Attorney General Opinion	57 Ops. Cal. Atty. Gen. 209 (1974)
Attorney General Publication	The Brown Act: Open Meetings for Local Legislative Bodies, 2003
Court Decision	San Diego Union v. City Council, (1983) 146 Cal.App.3d 947
CSBA Publication	Superintendent Contract Template
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	Association of California School Administrators - https://simbli.eboardsolutions.com/SU/DMWjqGR6N1ooUHyxBdPXeA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/S05O5v6npwslsh2SlXKYX8ZbA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/Oa8UxEDuhq6BH2zsd274XA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/8eaD94eHfiVAA8KyIGL0hw==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/Yd0OhypY8zlqBWetfqeDyQ==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/3WHcNUN51FhE5p4Qq0Swzw==
2110	Superintendent Responsibilities And Duties - https://simbli.eboardsolutions.com/SU/1weljGwcWxZLb1HUplusajslshgQ==

2120	Superintendent Recruitment And Selection - https://simbli.eboardsolutions.com/SU/UNQfGbmvK1ozHpvKBT6gSA==
2140	Evaluation Of The Superintendent - https://simbli.eboardsolutions.com/SU/AH2islshKsKrhxNIloBTg4sbA==
2210	Administrative Discretion Regarding Board Policy - https://simbli.eboardsolutions.com/SU/5qplusasEWztX1YZ8Cz3TDeQQ==
3312	Contracts - https://simbli.eboardsolutions.com/SU/RtEPentWF4fC8KdSsZuiQQ==
3350	Travel Expenses - https://simbli.eboardsolutions.com/SU/ZYplusyJCYOxFmpQblDJoBQUA==
3580	District Records - https://simbli.eboardsolutions.com/SU/slshum9iqFSJwslshMnIiyP5FuWQ==
4040	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/pCyVFWhxjPMeQ9hSFguPfw==
4040-E(1)	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/SHiUEWDyslshNbm0aZ0gplusTpfw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/L0sa8HPNFlz43P87NscBIA==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/pBT8qcBchpd9NretI5tpDQ==
4161.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/0n8aJXm8vISRtdFTHYgumw==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/dkzM3sFaSMA9NvtdslshHt2slshw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/0ZJclXM1TTrTf1O5E1AArg==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/lOQxocnnxc7t0zO4gNslshEig==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/baiguAHlCDz2MiTzMlQl0A==
4261	Leaves - https://simbli.eboardsolutions.com/SU/4qNFHJIV4UumHJslshBCRwvlQ==
4261.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/847PCMzco4iw8hFQgZErUQ==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/RxAOPGwtmmyMLo5slshskLOtA==
4312.1	Contracts - https://simbli.eboardsolutions.com/SU/ShpXl3Yv7zBIJsplusQVkAdpg==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/a1UsQLi9B3PWiEPE2MJvAQ==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/AUcC2pRXWApZWZErGJyJUg==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/slsh0UxeGKSx3ebrYIspgjSrg==
4361	Leaves - https://simbli.eboardsolutions.com/SU/aEjmtRLplusieVJXslshzbK5PtXg==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/etI1turBC71j4hKK2A3r6A==
4361.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/IJj2CGBYDwcCELCob3rSMA==

4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/14pPp1TwlNK12lxOIrqSnw==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/yCFHLlFLUDCtfgppluseQHTjg==
9011	Disclosure Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/RXe8Xj7wrVHXZFRVqhX3OA==
9124	Attorney - https://simbli.eboardsolutions.com/SU/slshOCqMiqFcC60jEt4dQfrsA==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/WuTc0aJNMgtodRpq8eJM6A==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/eQxvTE4sunzJru8wB8gc1g==