

## Policy 2121: Superintendent's Contract

~~In approving employment contracts with the Superintendent, the Board of Education wishes to encourage the Superintendent's long-term commitment to the district and community while carefully considering the financial and legal implications of the contract in order to protect the district from any potentially adverse obligations.~~¶

¶

~~The Board shall designate a representative to negotiate with the Superintendent on its behalf and shall consult legal counsel to draft the contract document.~~¶

¶

~~The Board shall deliberate in closed session about the terms of the contract. (Government Code 54957)~~¶

¶

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

¶

~~The Board shall ratify the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262)~~¶

¶

~~The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination of the contract. The contract should also include general responsibilities and duties of the Superintendent.~~¶

¶

~~The term of the contract shall be for no more than four years. (Education Code 35031)~~¶

¶

~~During the term of the contract, the Board may reemploy the Superintendent on those terms and conditions mutually agreed upon by the Board and Superintendent. (Education Code 35031)~~¶

¶

~~The Superintendent's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent's performance.~~¶

¶

~~In the event that the Board determines not to reemploy the Superintendent, the Board shall provide written notice to the Superintendent at least 45 days in advance of the expiration of the term of the contract. (Education Code 35031)~~¶

¶

~~The Superintendent's contract shall include a provision specifying the maximum cash settlement that the Superintendent may receive upon termination of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be no more than the Superintendent's monthly salary multiplied by 18.~~

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent 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 value of stability in district administration, 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. **In the event of a conflict between this Board Policy and the Superintendent's contract, the terms of the latter shall govern to the fullest extent permitted by law.**

The contract shall be reviewed by district 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 use of 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
9. A statement that there shall be no automatic renewal or extension of the contract, although the Board may 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 the Superintendent's official capacity in the performance of employment-related duties

The **Governing** 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. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

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

The **Governing** 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)

### **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, the maximum cash settlement that the Superintendent may receive upon termination of the contract shall not exceed the Superintendent's monthly salary multiplied by 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 ~~unexpired term of the contract up to 18 months~~ same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

~~If the Board terminates the Superintendent's contract upon its~~ However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation pursuant to ~~through~~ an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, ~~the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge. (Government Code 53260)~~ 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 office or position, the Superintendent shall reimburse the district for payments received as paid leave salary pending investigation or as cash settlement upon termination, and for any funds expended by the district in defending the Superintendent against a crime involving the Superintendent's office or position. (Government Code 53243-53243.4, 53260)

The **Governing** Board shall not take action to terminate the Superintendent without cause at a special or emergency meeting of the Board. (Education Code 35150)

Additionally, the **Governing** Board shall not take action to terminate the Superintendent without cause or within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled. (Education Code 35150)

However, the **Governing** Board may take action to terminate the Superintendent without cause at a regular meeting during any month in which a regular meeting of the Board is not scheduled. (Education Code 35150)