

## SUPERINTENDENT'S CONTRACT

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

~~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 the closed session of a regular meeting about the terms of the contract. (Government Code 54956, 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 be reviewed by the district's legal counsel and shall, at a minimum, include the following:

1. The general duties and responsibilities of the position
2. The duration of the contract, which shall be for no more than four years pursuant to Education Code 35031
3. The salary, benefits, and other compensation for the position
4. The criteria, process, and procedure for evaluation and the conditions for reemployment

~~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\_ and in accordance with Government Code 3511.2.~~

#### Decision Not to Reemploy

~~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 or as specified in the contract between the Board and the Superintendent. (Education Code 35031)~~

BP 2121(b)

#### SUPERINTENDENT'S CONTRACT (continued)

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
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 personal vehicle.

5. Vacation, illness and injury leave, and personal leaves
6. General duties and responsibilities of the position

*(cf. 2110 - Superintendent Responsibilities and Duties)*

7. Criteria, process, and procedure for annual evaluation of the Superintendent
8. 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 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 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 official capacity in the performance of duties related to his/her employment

The Board may deliberate about terms of the contract in closed session at a regular meeting. Discussions regarding the salary, salary schedule, or other compensation may occur in closed session only as permitted under Government Code 54957.6 between the Board and its designated representative(s) (the "labor exception"), for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. (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 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, 54957.6)

### Termination of Contract

The Board may terminate the Superintendent's contract of employment in accordance with law and applicable contract provisions.

~~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 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 or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)~~

## **SUPERINTENDENT'S CONTRACT** (continued)

~~If the Board terminates the Superintendent's contract upon its belief and subsequent confirmation pursuant to an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge but no greater than the Superintendent's monthly salary multiplied by six. (Government Code 53260)~~

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 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 more than 18 months and the contract was executed prior to January 1, 2016, no greater than 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 Superintendent's monthly salary multiplied by 12. (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 shall reimburse the district for payments he/she receives 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 against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

### *Legal Reference:*

#### **EDUCATION CODE**

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

#### **GOVERNMENT CODE**

3511.1-3511.2 Local agency executives

53243-53243.4 Abuse of Office

53260-53264 Employment contracts

54954 Time and place of regular meetings

#### **54956 Special meetings**

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters  
UNITED STATES CODE, TITLE 26  
105 Self-insured medical reimbursement plan; definition of highly compensated individual  
UNITED STATES CODE, TITLE 42  
300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals  
CODE OF FEDERAL REGULATIONS  
1.105-11 Self-insured medical reimbursement plan  
COURT DECISIONS  
San Diego Union v. City Council, (1983) 146 Cal.App.3d 947  
ATTORNEY GENERAL OPINIONS  
57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

~~Maximizing School Board Governance: Superintendent Evaluation, 2006~~

~~Maximizing School Board Governance: Superintendent Selection and Employment, 2004~~

Superintendent Contract Template, 2015

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

CSBA: ~~Single District Governance Consulting Services: <http://www.csba.org>~~

Association of California School Administrators: <http://www.acsa.org>

Office of the Attorney General, Department of Justice: <http://caag.state.ca.us/>

Policy  
adopted: December 8, 2008  
revised: December 10, 2012

**SAN RAFAEL CITY SCHOOL DISTRICT**  
San Rafael, California

revised: