

# **Board Policy**

## **Superintendent's Contract**

BP 2121

### **Administration**

\*\*\*Note: The following optional policy should be modified to reflect district practice.  
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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.

(cf. 2120 - Superintendent Recruitment and Selection)

(cf. 4312.1 - Contracts)

(cf. 9000 - Role of the Board)

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

(cf. 2110 - Superintendent Responsibilities and Duties)

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

(cf. 4154/4254/4354 - Health and Welfare Benefits)

4. The criteria, process, and procedure for evaluation and the conditions for reemployment

(cf. 2140 - Evaluation of the Superintendent)

5. The conditions for termination of the contract including the maximum cash settlement that the Superintendent may receive upon termination of the contract

\*\*\*Note: Pursuant to Government Code 54957, personnel matters related to the appointment or employment of an employee may appropriately be discussed in closed session. However, pursuant to Government Code 54956, as amended by AB 1344 (Ch. 692, Statutes of 2011), the Governing Board is prohibited from deliberating on the salary

or other compensation of the Superintendent at a special meeting. See BB 9320 - Meetings and Notices and BB 9321 - Closed Session Purposes and Agendas. \*\*\*

The Board shall deliberate in the closed session of a regular meeting about the terms of the contract. (Government Code 54956, 54957)

(cf. 9320 - Meetings and Notices)  
(cf. 9321 - Closed Session Purposes and Agendas)  
(cf. 9321.1 - Closed Session Actions and Reports)

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

(cf. 9011 - Disclosure of Confidential/Privileged Information)

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)

(cf. 1340 - Access to District Records)  
(cf. 3580 - District Records)

\*\*\*Note: The following optional paragraph provides that any extension of the contract be based on Board action rather than automatic "rollover" or "evergreen" provisions. Government Code 3511.2, as added by AB 1344 (Ch. 692, Statutes of 2011), prohibits the automatic renewal of a contract with a provision for automatic increase that exceeds the cost of living adjustment. \*\*\*

During an existing contract, the Board may reemploy the Superintendent on mutually agreed upon terms and conditions. However, the Superintendent's contract shall be extended only by Board action subsequent to a satisfactory evaluation of the Superintendent's performance and in accordance with Government Code 3511.2.

Decision not to Reemploy

\*\*\*Note: Pursuant to Education Code 35031, the Board must notify the Superintendent, as specified in the following optional paragraph, if it decides to not reemploy him/her. If the Board fails to provide the required prior written notice, the Superintendent shall be deemed reemployed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation. \*\*\*

If the Board determines to not reemploy the Superintendent at the expiration of his/her contract, the Board shall provide written notice to him/her at least 45 days in advance of the expiration of the term of the contract. (Education Code 35031)

Termination of Contract

\*\*\*Note: Pursuant to Government Code 53260, every employee contract must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to his/her monthly salary multiplied by the number of months left on the contract. If the unexpired term is greater than 18 months, this maximum is equal to the monthly salary multiplied by 18. Cash settlements may be less than these maximums. The district must make termination agreements available to the public upon request. See AR 4117.5/4217.5/4317.5 - Termination Agreements. \*\*\*

The Board may terminate the Superintendent's contract of employment in accordance with law and applicable contract provisions. If the unexpired term of the contract is more than 18 months, the maximum cash settlement shall be no greater 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)

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

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, the maximum settlement shall be as determined by an administrative law judge but no greater than the Superintendent's monthly salary multiplied by six. (Government Code 53260)

\*\*\*Note: Pursuant to Government Code 53243-53243.4, as added by AB 1344 (Ch. 692, Statutes of 2011), effective January 1, 2012, any Superintendent contract to be executed or renewed by the Board must contain a provision requiring the Superintendent to reimburse the district in circumstances specified below. \*\*\*

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

54957 Closed session personnel matters  
54957.1 Closed session, public report of action taken

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Superintendent Evaluation, 2006

Maximizing School Board Governance: Superintendent Selection and Employment, 2004

WEB SITES

CSBA, Governance Consulting Services: <http://www.csba.org>

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

**Adopted: March 14, 2012**

**Gravenstein Union School District  
Sebastopol, California**

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