

Superintendent's Contract

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Administration

BP 2121(a)

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 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.

(cf. ~~0200~~ 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. ~~2120~~ 2120 - Superintendent Recruitment and Selection)

(cf. 4312.1 - Contracts)

(cf. 9000 ~~(cf. 4312.1 - Contracts)~~)

(cf. ~~9000~~ - Role of the Board)

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~~ 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

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

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

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

(cf. ~~3350~~ 3350 - Travel Expenses)

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.

(cf. ~~4040~~ 4040 - Employee Use of Technology)

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

(cf. ~~4161/4261/4361~~ - Leaves)

~~(cf. 4161/4261/4361 - Leaves)~~

(cf. ~~4161.1/4361.1~~ 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. ~~4161.2/4261.2/4361.2~~ - Personal Leaves)

(cf. ~~4161.5/4261.5/4361.5~~ - Military Leave)

(cf. ~~4161.8/4261.8/4361.8~~ - Family Care and Medical Leave)

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SUPERINTENDENT'S CONTRACT (continued)

~~(cf. 4161.2/4261.2/4361.2 - Personal Leaves)~~

~~(cf. 4161.5/4261.5/4361.5 - Military Leave)~~

~~(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)~~

6.- _____ Professional development

7. _____ General duties and responsibilities of the position

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

7.

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

(cf. ~~2140~~ 2140 - Evaluation of the Superintendent)

8.

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~~, 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

(cf. ~~4112.9/4212.9/4312.9~~ - Employee Notifications)

11. ~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~

~~9.~~ 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

~~10.~~

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. ~~Discussions~~ However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only ~~as permitted under Government Code 54957.6~~ 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. ~~(Government Code 54956, 54957, 54957.6)~~ 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.

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SUPERINTENDENT'S CONTRACT (continued)

~~(cf. 9320- 9320 - Meetings and Notices)~~

~~(cf. 9321- 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- 9011 - Disclosure of Confidential/Privileged Information)~~

The Board shall take final action on the Superintendent's contract ~~in~~ during an open session of a regularly scheduled Board meeting, ~~which 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, 54957.6)~~ (Government Code 53262, 54953)

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

~~(cf. 3580- 3580 - District Records)~~

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.

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

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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 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 number of months left on the contract or the Superintendent's monthly salary multiplied by ~~12, whichever is less.~~ (Government Code 53260, 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)~~ (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, 53260)~~

BP 2121(d)

SUPERINTENDENT'S CONTRACT (continued)

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, 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

~~35031-35031~~ Term of employment

~~41325-41329.3~~ ~~41325-41328~~ Conditions of emergency apportionment

GOVERNMENT CODE

~~3511.1-3511.1~~ ~~3511.2~~ Local agency executives

~~53243-53243.4~~ Abuse of office

~~53260-53264~~ Employment contracts

~~54954-6250-6270~~ California Public Records Act

~~53243-53243.4~~ Abuse of office

~~53260-53264~~ Employment contracts

~~54953~~ Oral summary of recommended salary and benefits of superintendent

~~54954~~ Time and place of regular meetings

~~54956-54956~~ Special meetings

~~54957-54957~~ Closed session personnel matters

~~54957.1-54957.1~~ Closed session, public report of action taken

~~54957.6-54957.6~~ 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, TITLE 26

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

Superintendent Contract Template

ATTORNEY GENERAL PUBLICATIONS

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

WEB SITES

CSBA: <http://www.csba.org>

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

California Office of the Attorney General: <https://oag.ca.gov>

Policy ~~ALAMEDA UNIFIED SCHOOL DISTRICT~~ CSBA MANUAL MAINTENANCE
SERVICE

adopted: ~~November 15, 2016 Alameda, California~~ December 2019

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6. Professional development
7. General duties and responsibilities of the position
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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

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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)

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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)

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53243-53243.4 *Abuse of office*

53260-53264 *Employment contracts*

54953 *Oral summary of recommended salary and benefits of superintendent*

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, TITLE 26

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California Office of the Attorney General: <https://oag.ca.gov>

Policy ALAMEDA UNIFIED SCHOOL DISTRICT

adopted: November 15, 2016 Alameda, California

revised: