

San Carlos ESD

Board Policy

Superintendent's Contract

BP 2121

Administration

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. 0200 – Goals for the School District)

(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 may include the following:

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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

(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,

Deleted: The criteria, process, and procedure for evaluation and the conditions for reemployment

(cf. 3350 – Travel Expenses)

5. 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 – Employee Use of Technology)

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

(cf. 4161/4261/4361 – Leaves)

(cf. 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)

7. General Duties and responsibilities of the position

(cf. 2110 – Superintendent Responsibilities and Duties)

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

(cf. 2140 – Evaluation of the Superintendent)

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

10. 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

11. 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

(cf. 4112/9/4212.9/4312.9 – Employee Notifications)

12. 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

13. 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 shall deliberate in the closed session about the terms of the contract, except that salary or other compensation shall be discussed in public at a regular meeting. (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)

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 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 granted.

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

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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

[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](#)

Management Resources:

CSBA PUBLICATIONS

[Superintendent Contract Template, 2015](#)

WEB SITES

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

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

Policy SAN CARLOS ELEMENTARY SCHOOL DISTRICT

adopted: May 23, 2013 San Carlos, California

Deleted: Maximizing School Board Governance: Superintendent Evaluation, 2006 . [... \[3\]](#)

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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

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)

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

Maximizing School Board Governance: Superintendent Evaluation, 2006
Maximizing School Board Governance: Superintendent Selection and Employment, 2004