

Davis Joint USD

Board Policy

Superintendent's Contract

BP 2121

Administration

~~The Board of Education~~ 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 ~~shall, at a minimum, may~~ include the following:

1. ~~The general duties and responsibilities of the position~~

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

2. ~~The duration~~ Term of the contract, which shall be for no more than four years pursuant to Education Code 35031

3. ~~The salary,~~ 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

(cf. 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 - Employee Use of Technology)

5. 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)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

7. The eCriteria, process, and procedure for annual evaluation and of the conditions for reemployment Superintendent

(cf. 2140 - Evaluation of the Superintendent)

5-8. 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 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

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

11. The eConditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive upon termination of if the contract is terminated prior to its expiration date

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

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.

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 (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. 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.

(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~~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)

The provisions of this Board Policy 212 will confirm to the Board approved Superintendent contract.

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, 54957.6)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

~~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.~~

Termination of Contract

~~The~~ Prior to the expiration of the contract, the Board may terminate the Superintendent's ~~contract~~ of employment contract in accordance with law and applicable contract provisions.—~~If~~

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

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, ~~the maximum cash settlement shall be~~ 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 ~~unexpired terms~~same duration of time as covered in the ~~contract up to 18-~~months~~settlement~~ or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

~~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 no cash or noncash settlement of any amount shall be as determined by an administrative law judge but no greater than the Superintendent's monthly salary multiplied by six~~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

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 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

Superintendent Contract Template, 2015

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>

Policy DAVIS JOINT UNIFIED SCHOOL DISTRICT

adopted: April 2, 2009 Davis, California

revised: September 4, 2014