

# **CVUSD**

## **Board Policy**

BP 2121

### **Administration**

#### Superintendent's Contract

In approving employment contracts with the Superintendent, the Governing Board 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.

(cf. 2120 - Superintendent Recruitment and Selection)

(cf. 4312.1 - Contracts)

(cf. 9000 - Role of the Board)

The Board shall designate a representative to negotiate with the Superintendent on its behalf and shall consult legal counsel to draft the contract document.

\*\*\*Note: Pursuant to Government Code 54957, personnel matters related to the appointment or employment of an employee may appropriately be discussed in closed session. See BB 9321 - Closed Session Purposes and Agendas.\*\*\*

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

(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. 3580 - District Records)

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.

(cf. 2110 - Superintendent Responsibilities and Duties)

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.

(cf. 2140 - Evaluation of the Superintendent)

\*\*\*Note: Pursuant to Education Code 35031, if the Board fails to give prior written notice that it intends not to reemploy the Superintendent, 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.\*\*\*

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. (Education Code 35031)

\*\*\*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. Government Code 53261 provides that the cash settlement may not include any noncash items other than health benefits, which may be continued for the unexpired term up to 18 months or until the employee finds other employment, whichever occurs first. The district must make termination agreements available to the public upon request. See AR 4117.5/4217.5/4317.5 - Termination Agreements.\*\*\*

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)

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

\*\*\*Note: As amended by AB 2756 (Ch. 52, Statutes of 2004) and subsequently by AB 2525 (Ch. 896, Statutes of 2004), Government Code 53260 limits the cash or noncash settlement for a Superintendent to a maximum of six months salary, and minimum of zero, if the district believes and subsequently confirms, that he/she engaged in fraud, misappropriation of funds or other illegal practice. Such illegal practice must be confirmed by an independent audit, and an administrative law judge will determine the amount of the settlement after a hearing. \*\*\*

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. (Government Code 53260)

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

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 Selection and Employment, 2006

WEB SITES

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

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

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