

Administration

Superintendent's Contract

The Board of Education recognizes the need to attract and maintain outstanding personnel. In approving employment contracts with the Superintendent, the 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.

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

The Board shall deliberate in closed session about the terms of the contract.

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

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.

The contract shall include, but not be limited to, the term of the contract, conditions for termination of the contract, salary, benefits, and commitment to an annual evaluation. The contract should also include general responsibilities and duties of the Superintendent.

The Superintendent's contract shall include a provision specifying the maximum cash settlement, within limits established by law, that the Superintendent may receive upon termination of the contract.

The term of the contract shall be for no more than four years.

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.

The Superintendent's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent's performance.

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.

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.

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 payment he/she 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 against a crime involving his/her office or position.

Legal References: Education Code
 35031 Term of employment
 413525-41329.3 Conditions of emergency apportionment
 Government Code
 53260-53264 Employment contracts
 54954 Time and place of regular meetings
 54957 Closed session, public report of action taken
 54957.1 Closed session, public report of action taken

Policy
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