

Administration

SUPERINTENDENT'S CONTRACT

The Governing Board shall normally employ the Superintendent for a term of three years.

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.

The contract shall be reviewed by the district's legal counsel and shall, at a minimum, include the following:

1. The general duties and responsibilities of the position. *(cf. 2110 - Superintendent Responsibilities and Duties)*
2. The duration of the contract, which shall be for no more than four years pursuant to Education Code 35031.
3. Length of the work year and hours of work.
4. The salary, benefits, and other compensation for the position. *(cf. 4154/4254/4354 - Health and Welfare Benefits)*
5. Reimbursement of work-related expenses, including mileage reimburse, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff.
6. 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.
7. Illness and injury leave and personal leaves.
8. The criteria, process, and procedure for evaluation and the conditions for reemployment. *(cf. 2140 - Evaluation of the Superintendent)*
9. The conditions for termination of the contract including the maximum cash settlement that the Superintendent may receive upon termination of the contract

The Board may deliberate about the 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

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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 – Meeting 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 take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, 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.

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.

Contract Renewal

The Superintendent may be reemployed on terms and conditions mutually agreed upon by him/her and the Board. The new term shall commence on the effective date of the termination of his/her existing term of employment.

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)

Termination of Contract

The Superintendent's contract may be terminated under any of the following:

1. Mutual Consent. This Agreement and all employment rights may be terminated at any time by mutual consent of the Board and the Superintendent upon thirty (30) days prior written notice.
2. Nonrenewal of Agreement by the District. The Governing Board may elect to not renew this Agreement for any reason by providing the Superintendent with forty-five (45) days written notice prior to the expiration of this Agreement, in accordance with Education Code Section 35031. The Superintendent shall inform each member of the Board of this notice requirement on or before March 1 of the year in question.
3. Termination of Status as a Certificated Employee. The Superintendent's status as a permanent or probationary certificated employee of the District may be terminated in accordance with the applicable provisions of law.
4. Termination as Superintendent for Cause. The Superintendent's status as Superintendent and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; any ground enumerated in the Education Code; or the Superintendent's failure to perform his or her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds of termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right to have a representative of his or her choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.
5. Early Termination. The Board, unilaterally and without cause, may terminate this Agreement and the Superintendent's employment with the District providing the Superintendent a minimum of forty-five (45) days notice of termination. In consideration of the Board's right to terminate this Agreement and employment without cause, the District shall pay to the Superintendent his then current salary for the remainder of the term of this Agreement or for a period of twelve (12) calendar months following the effective date or termination, whichever is less. In addition the Superintendent will receive three (3) months of medical, dental and vision benefits unless he is otherwise covered under a spouse or employment during the three (3) month period. Should the

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Superintendent challenge the termination, Superintendent shall reimburse any money paid by District under this provision to the District within 20 calendar days.

6. Conviction of a Crime (Cash Settlement). If the Superintendent is convicted of a crime involving the abuse of the office of the Superintendent or the Superintendent's position as defined in Government Code Section 53243.4, and this Agreement is terminated and a cash settlement is paid to Superintendent as outlined in section (e) above, the Superintendent shall reimburse the entirety of any and all such cash settlement.

7. Conviction of a Crime (Paid Administrative Leave). If at any time the Superintendent is placed on paid administrative leave pending an investigation into his conduct, and the Superintendent is later convicted of a crime involving the abuse of the Superintendent's office or position as defined in Government Code 53243.4, the Superintendent shall immediately repay any and all funds and salary paid during the pendency of the paid administrative leave.

Legal Reference:

EDUCATION CODE

35031 Term of employment

Adopted: January, 1986
Revised: 4/92; 6/24/2015; 6/28/17
Reviewed: 11/15/94

WEST SONOMA COUNTY UHSD
Sebastopol, California