Santa Barbara School Districts
Board Policy

BP 2121

Administration

SUPERINTENDENT'S CONTRACT

In approving employment contracts with the Superintendent, the Board of Education 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 may designate a representative to negotiate with the Superintendent on its behalf and shall consult legal counsel to draft the contract document.

The Board may 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 proposed contract may remain confidential until final action is being considered.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall take final action on 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)

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)

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)

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, 2004

WEB SITES

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

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

Policy: SANTA BARBARA SCHOOL DISTRICTS

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