

Board Policy

Administration

BP 2121

SUPERINTENDENT'S CONTRACT

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent will work together as a governance team to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the value of stability in district administration, the best use of district resources, and the Board's duty to ensure accountability to the public for the performance of the district's schools.

~~(cf. 0200 Goals for the School District)~~

~~(cf. 0460 Local Control and Accountability Plan)~~

~~(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~~ district legal counsel and may include the following:

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

- ~~1.~~ 2.

Length of the work year and hours of work

- ~~2.~~ 3.

Salary, health and welfare benefits, and other compensation for the position, including a statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

~~(cf. 4154/4254/4354 Health and Welfare Benefits)~~

- ~~3.~~ 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)¶~~
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The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the use of a personal vehicle.¶

~~¶~~
~~(cf. 4040 – Employee Use of Technology)¶~~
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~~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)¶~~

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~~6. – Professional development¶~~
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~~7. – General duties and responsibilities of the position¶~~

~~¶~~
~~(cf. 2110 – Superintendent Responsibilities and Duties)¶~~
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~~8. – Criteria, process, and procedure for annual evaluation of the Superintendent¶~~

~~¶~~
~~(cf. 2140 – Evaluation of the Superintendent)¶~~
~~¶~~

~~4. 9. –~~

5. Vacation, illness and injury leave, and personal leaves

6. Professional development

7. General duties and responsibilities of the position

8. Criteria, process, and procedure for annual evaluation of the Superintendent

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board ~~can~~ may enter into a new contract with the Superintendent prior to the expiration of the existing contract

~~¶~~

~~10. 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

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~~(cf. 4112.9/4212.9/4312.9 Employee Notifications)~~¶

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

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~~11. 12.~~

Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's official capacity in the performance of employment-related duties

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)¶

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~~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.~~¶

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~~(cf. 9320 Meetings and Notices)~~¶

~~(cf. 9321 Closed Session)~~¶

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

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~~(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. (Government Code 3511.1, 53262, 54953)

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)¶

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(cf. ~~1340 Access to District Records~~)¶
(cf. ~~3580 District Records~~)¶
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Termination of Contract

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

¶
(cf. ~~4117.5/4217.5/4317.5 Termination Agreements~~)¶
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In such an event, the maximum cash settlement that the Superintendent may receive upon termination of the contract shall not exceed the Superintendent's monthly salary multiplied by the number of months left on the contract or the Superintendent's monthly salary multiplied by 12, whichever is less. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

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, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of office or position, the Superintendent shall reimburse the district for payments received as paid leave salary pending investigation or as cash settlement upon termination, and for any funds expended by the district in defending the Superintendent against a crime involving the Superintendent's office or position. (Government Code 53243-53243.4, 53260)¶

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~~Legal Reference:~~¶

~~EDUCATION CODE~~¶
~~35031 Term of employment~~¶
~~41325-41328 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, TITLE 26~~

~~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~~

~~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>~~

~~California Office of the Attorney General: <https://oag.ca.gov>~~

The Board shall not take action to terminate the Superintendent without cause at a special or emergency meeting of the Board. (Education Code 35150)

Additionally, the Board shall not take action to terminate the Superintendent without cause or within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled. (Education Code 35150)

However, the Board may take action to terminate the Superintendent without cause at a regular meeting during any month in which a regular meeting of the Board is not scheduled. (Education Code 35150)

PERRIS UNION HIGH SCHOOL DISTRICT
Perris, California

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