

Rescue Union School District

3.30.17

	GREEN VALLEY	JACKSON	LAKE FOREST	LAKEVIEW	RESCUE	MARINA VILLAGE	PLEASANT GROVE	Tot.
TR. KDG	23	23	20	40	33	0	0	139
KDG.*	66	70	62	71	60	0	0	329
FIRST	66	63	56	79	77	0	0	341
SECOND	77	77	70	79	72	0	0	375
THIRD	67	73	66	101	67	0	0	374
FOURTH	69	70	98	106	75	0	0	418
FIFTH	85	77	96	100	85	0	0	443
SIXTH	0	0	0	0	0	235	147	382
SEVENTH	0	0	0	0	0	261	197	458
EIGHTH	0	0	0	0	0	275	190	465
SDC		17					22	
*COOL School			1			16	1	18
TOTAL	453	470	468	576	469	771	556	3786
Ending 15-16	446	453	437	538	435	795	609	3733
Difference	7	17	31	38	34	-24	-53	53

**Low Housing Projection 2016-17	Variance
100	39
329	0
336	5
344	31
366	8
391	27
395	48
359	23
427	31
447	18
0	39
0	18
3494	292

*COOL School numbers are not counted in individual school counts only in district total

**Projected enrollment is from Table 10 of the Demographic Study

NPS 5

ENROLLMENT HISTORY

	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
2016/2017	3723	3709	3723	3731	3734	3774	3792	3792	3786		
2015/2016	3666	3658	3673	3673	3676	3686	3707	3717	3734	3740	3733
2014/2015	3690	3697	3699	3702	3712	3735	3753	3771	3772	3775	N/A
2013/2014	3797	3775	3770	3776	3774	3797	3804	3821	3823	3825	N/A
2012/2013	3889	3902	3895	3900	3893	3885	3912	3919	3920	3929	N/A
2011/2012	3984	3984	3989	3995	3995	4002	4019	4024	4032	4038	N/A
2010/2011	4124	4088	4070	4071	4074	4083	4092	4099	4097	4095	N/A
2009/2010	4173	4123	4115	4116	4113	4119	4122	4121	4112	4115	4110
2008/2009	4176	4105	4104	4106	4115	4110	4095	4091	4097	4099	4117
2007/2008	4093	4079	4090	4094	4091	4097	4110	4096	4101	4085	4082
2006/2007	3916	3905	3918	3927	3934	3933	3952	3967	3964	3972	3973
2005/2006	3777	3771	3788	3776	3768	3784	3780	3783	3786	3785	3785
2004/2005	3670	3658	3653	3661	3661	3698	3703	3712	3717	3707	N/A
Diff 2015-16	2016-17	57	51	50	58	58	88	85	75	52	
Avg Diff			54	52	54	55	60	64	65	64	

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **Certificated Employee Week Proclamation**

BACKGROUND:

Teachers are honored each year on the second Wednesday of May. This year the Day of the Teacher is May 10, 2017.

STATUS:

The Rescue USD has proclaimed May 7-13, 2017 as Certificated Employee Week and takes this time to honor the dedicated men and women who lend their passion and skills to educating our children and to acknowledge the crucial role that teachers play in making sure every child receives a quality public education. Teachers impact our students on a daily basis and we celebrate their achievements.

FISCAL IMPACT:

None

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

RECOMMENDATION:

District administration has prepared and recommends approval of the Certificated Employee Week Proclamation.

Rescue Union School District

Proclamation - May 7-13, 2017

Certificated Employee Week

Whereas, teachers make public schools great; and

Whereas, teachers work to open students' minds to ideas, knowledge and dreams; and

Whereas, teachers keep American democracy alive by laying the foundation for good citizenship; and

Whereas, teachers fill many roles as listeners, explorers, role models, motivators and mentors; and

Whereas, teachers continue to influence us long after our school days are only memories;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Rescue Union School District proclaims the week of May 7-13, 2017, as the Certificated Employee week; and

BE IT FURTHER RESOLVED that the Board of Education urges that we observe this week by taking time to recognize and acknowledge the impact of teachers on our lives.

Nancy Brownell, President, Board of Trustees

Date

ITEM #: 6
DATE: April 4, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **Classified and Confidential School Employee Week**

BACKGROUND:

Classified School Employee Week began as a resolution at CSEA's Annual Conference in 1984. Two years later, it was adopted as California Senate Bill 1552 and decreed to be an official recognition of classified school employees. Rescue USD celebrates classified and confidential employees during the third week in May.

STATUS:

The District appreciates our classified and confidential staff and takes this time to honor them and acknowledge the contributions they make and the hard work they do each day to make public schools great for every child. Classified and confidential staff impact our schools, our students, our staff and our parents by providing their services to the District.

FISCAL IMPACT:

None

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

RECOMMENDATION:

District administration prepared and recommends approval of the Classified and Confidential School Employee Proclamation.

Rescue Union School District

Classified and Confidential School Employee Week May 21-27, 2017

Whereas, the efforts of classified and confidential staff members in the Rescue Union School District are essential and critical to the successful functioning of the District and programs, and

Whereas, classified and confidential school employees contribute to the establishment and promotion of a positive instructional environment and play a vital role in providing for the welfare and safety of Rescue Union School District, and

Whereas, Rescue Union School District classified and confidential staff members assist in the support of all educational programs and services; and

Whereas, classified and confidential employees are indispensable in providing high quality business, data processing, transportation, maintenance, and educational-related programs and services; and

Whereas, classified and confidential employees in the Rescue Union School District are deserving of special recognition for their many contributions in a wide variety of roles to the institution of public education in this county, state and nation;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Rescue Union School District proclaims the week of May 21-27, 2017, to be Classified and Confidential School Employee Week, and

BE IT FURTHER RESOLVED that the Board of Education urges all schools and staff members throughout the District to recognize classified and confidential employees during this week as partners in education and to applaud their hard work and dedication to the success of public education.

Nancy Brownell, President, Board of Trustees

Date

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Superintendent Hiring Process

BACKGROUND:

The Board has hired the Search Firm HYA and Associates to facilitate the search for superintendent.

STATUS:

The Board will discuss the timeline and process for filling the upcoming vacancy for superintendent.

FISCAL IMPACT:

NA

BOARD GOAL:

Board Focus Goal IV - STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

RECOMMENDATION:

NA

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Board Policy – Update/Revision

BACKGROUND:

Periodically the Board reviews, revises and/or adopts Board Policy. We currently have contracted with CSBA to put all our policies on Gamut On-Line. We use the CSBA policy update service for identification of policy changes necessitated by changes in law.

STATUS:

Policies identified for review and/or changes are submitted to the Board for possible consideration of approval.

BP 2120 Superintendent Selection and Recruitment

BP 2121 Superintendent Contract
Policy updated to clarify the conditions under which the Governing Board may meet in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss superintendent contract, salary, or compensation paid in the form of fringe benefits.

FISCAL IMPACT:

N/A

BOARD GOAL:

Board Focus Goal III – COMMUNICATION/COMMUNITY INVOLEMENT

Establish and maintain consistent and effective communication that is transparent and timely in an effort to provide and receive information that will engage and educate our District and community.

RECOMMENDATION:

District Administration recommends the Board of Trustees receive board policies for first reading and possible consideration for action.

Rescue Union ESD

Board Policy

Superintendent Recruitment And Selection

BP 2120

Administration

The Governing Board recognizes that it has a direct responsibility to select and employ the Superintendent. Whenever it becomes necessary for the Board to fill a vacancy in the position of Superintendent, the Board shall work diligently to employ a person whose management and leadership abilities are most closely aligned with district needs.

(cf. 2000 - Concepts and Roles)

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

The Board shall establish and implement a search and selection process that includes consideration of:

1. The district's current and long-term needs, including a review of the district's vision and goals

(cf. 0000 - Vision

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

2. The desired characteristics of a new Superintendent, including professional experience, educational qualifications, leadership characteristics, philosophy of education, and other management, technical, interpersonal and conceptual skills, as well as the priorities the Board wants to place on different abilities, traits and levels of knowledge

3. The scope of the search, including whether to promote from within the district or broaden the search to include both internal and external candidates and, if external candidates will be considered, whether to conduct a statewide or nationwide search

4. The salary range and benefits to be offered

5. Basic elements to be included in the Superintendent's contract

6. Whether to hire a professional adviser to facilitate the process

7. How and when to involve the community in certain phases of the selection process

(cf. 1000 - Concepts and Roles)
(cf. 1220 - Citizen Advisory Committees)

8. The best methods for advertising the vacancy and recruiting qualified candidates
9. The process for screening applications and determining how the screener(s) will be selected
10. Interview questions, processes and participants
11. How and when candidates' qualifications will be verified through reference checks

(cf. 4112.5/4312.5 - Criminal Record Check)

12. Other actions necessary to ensure a fair selection process and a smooth transition to new leadership

Even if a professional adviser is used to facilitate the process, the Board shall retain the right and responsibility to oversee the process and to review all applications if desired.

The Board shall select candidates to be interviewed based on recommendations of the screener(s) and the Board's own assessment of how candidates meet the criteria established by the Board.

The Board shall interview preliminary and final candidates in closed session and determine the most likely match for the district. (Government Code 54957)

The selected candidate shall hold both a valid school administration certificate and a valid teacher's certificate. The Board may waive any credential requirement, but shall not employ a person whose credential has been revoked by the Commission on Teacher Credentialing pursuant to Education Code 44421-44427. (Education Code 35028, 35029, 35029.1)

Before offering the position to the selected candidate or making any announcements, Board members may visit that candidate's current district, as appropriate, to obtain verification of his/her qualifications.

The Board shall deliberate in closed session to affirm the selection of the candidate and shall report the selection in open session. (Government Code 54957)

(cf. 2121 - Superintendent's Contract)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

The Board shall conduct these proceedings in accordance with legal and ethical obligations regarding confidentiality and equal opportunity.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

As necessary, the Board may appoint an interim superintendent to manage the district during the selection process.

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination
35026 Employment of superintendent by board
35028 Certification
35029-35029.1 Waiver of credential requirement
35031 Term of employment
44420-44440 Revocation and suspension of certification documents

GOVERNMENT CODE

11135 Unlawful discrimination
12900-12996 California Fair Employment and Housing Act
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

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

UNITED STATES CODE, TITLE 29

794 Section 504 of the Vocational Education Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX, 1972 Education Act Amendments

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

106.9 Dissemination of nondiscrimination policy

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Superintendent Selection and Employment

WEB SITES

CSBA: <http://www.csba.org>

ACSA: <http://www.acsa.org>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Office of Civil Rights: <http://www.ed.gov/offices/OCR>
Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Policy RESCUE UNION SCHOOL DISTRICT
adopted: September 2004 Rescue, California

Superintendent Recruitment And Selection

Note: The following optional policy may be revised to reflect district practice.

The Governing Board recognizes that it has a direct responsibility to select and employ the Superintendent. Whenever it becomes necessary for the Board to fill a vacancy in the position of Superintendent, the Board shall work diligently to employ a person whose management and leadership abilities are most closely aligned with district needs.

(cf. 2000 - Concepts and Roles)

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

The Board shall establish and implement a search and selection process that includes consideration of:

1. The district's current and long-term needs, including a review of the district's vision and goals

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

2. The desired characteristics of a new Superintendent, including professional experience, educational qualifications, leadership characteristics, philosophy of education, and other management, technical, interpersonal and conceptual skills, as well as the priorities the Board wants to place on different abilities, traits and levels of knowledge

3. The scope of the search, including whether to promote from within the district or broaden the search to include both internal and external candidates and, if external candidates will be considered, whether to conduct a statewide or nationwide search

4. The salary range and benefits to be offered

5. Basic elements to be included in the Superintendent's contract

6. Whether to hire a professional adviser to facilitate the process

7. How and when to involve the community in certain phases of the selection process

(cf. 1000 - Concepts and Roles)

(cf. 1220 - Citizen Advisory Committees)

8. The best methods for advertising the vacancy and recruiting qualified candidates

9. The process for screening applications and determining how the screener(s) will be selected

10. Interview questions, processes and participants

11. How and when candidates' qualifications will be verified through reference checks

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

12. Other actions necessary to ensure a fair selection process and a smooth transition to new leadership

Even if a professional adviser is used to facilitate the process, the Board shall retain the right and responsibility to oversee the process and to review all applications if desired.

The Board shall select candidates to be interviewed based on recommendations of the screener(s) and the Board's own assessment of how candidates meet the criteria established by the Board.

Note: Pursuant to Government Code 54957, specified personnel matters, including interviews and deliberation of the appointment or employment of an employee, may be discussed in closed session as provided in the following paragraph. See BB 9321 - Closed Session Purposes and Agendas.

The Board shall interview preliminary and final candidates in closed session and determine the most likely match for the district. (Government Code 54957)

Note: Education Code 35029 authorizes the Board to waive the credential requirements of Education Code 35028. However, Education Code 35029.1, added by AB 96 (Ch. 135, Statutes of 2001), prohibits a district from employing a superintendent whose credential has been revoked by the Commission on Teacher Credentialing.

The selected candidate shall hold both a valid school administration certificate and a valid teacher's certificate. The Board may waive any credential requirement, but shall not employ a person whose credential has been revoked by the Commission on Teacher Credentialing pursuant to Education Code 44421-44427. (Education Code 35028, 35029, 35029.1)

Note: Government Code 54954, as amended by SB 1771 (Ch. 257, Statutes of 2004), authorizes a quorum of the Board to meet in another district to (1) interview members of the public about the potential employment of an applicant for superintendent, and (2) interview a potential employee from that district. Previously, Government Code 54954 only authorized the Board to interview members of the public when the Board was considering hiring the superintendent from the other district. See BB 9320 - Meetings and Notices. If less than a quorum of the Board participates in an interview, the Brown Act may not apply. Because this is a complex area of law, it is strongly recommended that Boards consult with legal counsel prior to visiting a candidate's district.

Before offering the position to the selected candidate or making any announcements, Board members may visit that candidate's current district, as appropriate, to obtain verification of his/her qualifications.

The Board shall deliberate in closed session to affirm the selection of the candidate and shall report the selection in open session. (Government Code 54957)

(cf. 2121 - Superintendent's Contract)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Note: Pursuant to Government Code 53262 and 54957, the Board may develop contract language in closed session, but the contract must be ratified in open session; see BP 2121 - Superintendent's Contract.

The Board shall conduct these proceedings in accordance with legal and ethical obligations regarding confidentiality and equal opportunity.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

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

As necessary, the Board may appoint an interim superintendent to manage the district during the selection process.

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

35026 Employment of superintendent by board

35028 Certification

35029-35029.1 Waiver of credential requirement

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GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 California Fair Employment and Housing Act

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

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

UNITED STATES CODE, TITLE 29

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2000d-2000d-7 Title VI, Civil Rights Act of 1964

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2000h-2000h-6 Title IX, 1972 Education Act Amendments

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

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106.9 Dissemination of nondiscrimination policy

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Superintendent Selection and Employment

WEB SITES

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ACSA: <http://www.acsa.org>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Office of Civil Rights: <http://www.ed.gov/offices/OCR>

Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

(7/01) 3/02

Superintendent Of Schools

The Superintendent is the chief executive officer and educational leader of the district. The Superintendent executes all Governing Board decisions and is accountable to the Board for managing the schools in accordance with the Board's policies. He/she informs the Board about school programs, practices and problems and offers professional advice on items requiring Board action, with appropriate recommendations based on thorough study and analysis.

The Board delegates to the Superintendent the power to make decisions concerning internal operations of the district. The Superintendent may delegate to other school staff any duties imposed upon him/her by the policies or vote of the Board, as far as the law permits. This delegation of power or duty shall not relieve the Superintendent of responsibility for actions taken by the designees.

The Superintendent shall have general supervision of all personnel and shall develop and execute consistent, fair and fiscally sound personnel procedures and practices, including an evaluation program for all district employees. The Superintendent shall oversee all financial operations of the district and actively seek out new funding sources for the schools.

The Superintendent shall take an active leadership role in the development and improvement of the instructional program.

The Superintendent shall be accessible to community members and shall work with them to further the district's goals and build a strong, positive community attitude toward the school system.

The Board expects the Superintendent to remain current on educational thought and practices in the interest of improving the district's instructional program and overall operation. The Superintendent shall inform the Board and staff of new developments and significant events in the field of education.

(cf. 2122 - Superintendent of Schools: Job Description)

Legal Reference:

EDUCATION CODE

17604 Delegation of powers to agents; liability of agents

17605 Delegation of authority to purchase supplies, equipment and services; limitations on expenditure

35020 Duties of employees fixed by governing board

35026 Employment of district superintendent by certain districts

35028 Qualifications for employment

35029 Waiver of credential requirement

35031 Term of employment (up to four years)

35032 Salary increases

35033 District superintendent for certain unified school districts (on formation of district)

35034 District superintendent of certain unified districts

35035 Additional powers and duties of superintendent

Policy ACALANES UNION HIGH SCHOOL DISTRICT

adopted: June 8, 1994 Lafayette, California

Superintendent of Schools

The Superintendent is the chief executive officer and educational leader of the district. He/she executes all Governing Board decisions and is accountable to the Board for managing the schools in accordance with the Board's policies. He/she informs the Board about school programs, practices and problems and offers professional advice on items requiring Board action, with appropriate recommendations based on thorough study and analysis.

The Board delegates to the Superintendent the power to make decisions concerning internal operations of the district. The Superintendent may delegate to other school staff any duties imposed upon him/her by the policies or vote of the Board, as far as the law permits. This delegation of power or duty shall not relieve the Superintendent of responsibility for actions taken by his/her designees.

The Superintendent shall have general supervision of all personnel and shall develop and execute consistent, fair and fiscally sound personnel procedures and practices, including an evaluation program for all district employees. He/she shall oversee all financial operations of the district and actively seek out new funding sources for the schools.

The Superintendent must play a key role in the collective bargaining process. He/she shall provide advice and leadership to the Board and direction to the district's designated negotiator(s).

The Superintendent shall take an active leadership role in the development and improvement of the instructional program. He/she is expected to create a feeling of unity and enthusiasm among students and staff for the accomplishment of district goals.

The Superintendent shall articulate educational issues and values before the community and other governmental agencies. He/she shall be accessible to community members and shall work with them to further the district's goals and build a strong, positive community attitude toward the school system.

The Board expects the Superintendent to remain current on educational thought and practices by reading educational publications, attending educational conferences, and visiting other school systems in the interest of improving the district's instructional program and overall operation. The Superintendent shall inform the Board and staff of new developments and significant events in the field of education.

Legal References:

EDUCATION CODE

35020 Duties of employees fixed by governing board

35026 Employment of district superintendent by certain districts

35028 Qualifications for employment

35029 Waiver of credential requirement

35031 Term of employment (up to four years)

35032 Salary increases

35033 District superintendent for certain unified school districts (on formation of district)

35034 District superintendent of certain unified districts

35035 Additional powers and duties of superintendent

39656 Delegation of powers to agents; liability of agents

39657 Delegation of authority to purchase supplies, equipment and services; limitations on expenditure

Policy SANTA MARIA-BONITA SCHOOL DISTRICT

adopted: May 23, 2001 Santa Maria, California

Rescue Union ESD

Board Policy

Superintendent's Contract

BP 2121

Administration

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.

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 necessarily 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.

(cf. 2110 - Superintendent Responsibilities and Duties)

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. (Government Code 53260, 53261)

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

The term of the contract shall be for no more than four years. (Education Code 35031)

At the end of the term, 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)

Legal Reference:

EDUCATION CODE

35031 Term of employment

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 Leadership: Human Resources, 1996

WEB SITES

CSBA: <http://www.csba.org>

ACSA: <http://www.acsa.org>

Policy RESCUE UNION SCHOOL DISTRICT

adopted: September 2004 Rescue, California

CSBA Sample

Board Policy

Superintendent's Contract

BP 2121

Administration

Note: The following optional policy should be modified to reflect district practice.

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.

(cf. 0200 - Goals for the School District)
(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)

Note: The following list of contract components is consistent with a template for Superintendent contracts developed by CSBA. The annotated template contract with additional context and suggestions is available by contacting legal@csba.org.

The contract shall be reviewed by the district's 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
2. Length of the work year and hours of work

Note: The contract should include the salary, health and welfare benefits, and other compensation for the position, as provided in item #3 below. Federal law (26 USC 105; 42 USC 300gg-16; 26 CFR 1.105-11) prohibits favoring "highly compensated" individuals (i.e., the highest paid 25 percent of all employees, with specified exceptions) in terms of the level of benefits provided. Although implementation of this provision with respect to group health plans has been delayed until the issuance of federal regulations or guidance, it is recommended that districts prepare to comply with the expected rules. See AR 4154/4254/4354 - Health and Welfare Benefits.

3. Salary, health and welfare benefits, and other compensation for the position

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

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)

The contract may also address 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.

(cf. 4040 - Employee Use of Technology)

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)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

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

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

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

Note: Pursuant to Education Code 35031, the Governing Board must notify the Superintendent at least 45 days in advance if it decides to not reemploy him/her. If the Board fails to provide the required prior written notice, 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.

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 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 a timely manner of the requirement to give notice

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

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

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

Note: Pursuant to Government Code 54957, personnel matters related to the appointment or employment of an employee may be discussed in closed session under the "personnel exception." However the Board may not discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline in closed session under this exception. In *San Diego Union v. City Council*, a California Court of Appeal held that the "personnel exception" provided in Government Code 54957 does not extend to discussions of salary and compensation.

Note: Notwithstanding Government Code 54957, the Board is authorized pursuant to Government Code 54957.6, the "labor exception," to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent. The Attorney General has opined in 57 Ops. Cal. Atty. Gen. 209 (1974) that a board may only meet in closed session for such purposes with a designated representative who is involved with the "bona fide" negotiations with represented and/or unrepresented employees. The Attorney General's publication *The Brown Act: Open Meetings for Local Legislative Bodies*, also states that the "labor exception" applies to meeting in closed session to instruct its representatives concerning negotiations with prospective employees. Boards wishing to discuss the Superintendent's salary in closed session under the "labor exception" are encouraged to consult legal counsel before doing so.

Note: In addition, pursuant to Government Code 54956, the Board is prohibited from deliberating on the salary or other compensation of the Superintendent at a special meeting. See BB 9320 - Meetings and Notices and BB 9321 - Closed Session Purposes and Agendas.

Note: The following paragraph should be revised to reflect district practice.

The Board may deliberate about terms of the contract in closed session at a regular meeting. Discussions regarding the salary, salary schedule, or other compensation may occur in closed session only as permitted under Government Code 54957.6 between the Board and its designated representative(s) (the "labor exception"), for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. (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 - Meetings 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 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, 54957.6)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Termination of Contract

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. For a Superintendent contract executed prior to January 1, 2016, if the unexpired term is greater than 18 months, this maximum is equal to the monthly salary multiplied by 18. For a Superintendent contract executed on or after January 1, 2016, Government Code 53260, as amended by AB 215 (Ch. 240, Statutes of 2015), provides that the maximum cash settlement is the monthly salary multiplied by 12. Cash settlements may be less than these maximums. The district must make termination agreements available to the public upon request. See AR 4117.5/4217.5/4317.5 - Termination Agreements.

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)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (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)

Note: AB 215 (Ch. 240, Statutes of 2015) amended Government Code 53260 to eliminate the option to provide a settlement equivalent to up to six months' salary when the Superintendent's contract is terminated for specified causes.

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 his/her office or position, he/she shall reimburse the district for payments he/she receives 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. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

53243-53243.4 Abuse of office

53260-53264 Employment contracts

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

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, 2015

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>

Office of the Attorney General, Department of Justice: <http://caag.state.ca.us/>

(11/11 12/15) 6/16

Superintendent's Contract

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 Governing Board recognizes the need to attract and maintain outstanding personnel. The Board also has the responsibility to protect the District from potentially adverse financial and legal obligations. Before approving an employment contract, the Board shall obtain legal advice on the contract provisions and shall carefully consider the long-range financial and legal implications of the contract.

(cf. 2120 Superintendent of Schools)

(cf. 2122 Superintendent of Schools: Job Description)

(cf. 9000 - Role of the Board)

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. 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.

(cf. 2123 - Evaluation of the Superintendent)

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 Board may terminate the Superintendent's contract of employment in accordance with law and applicable contract provisions. If the unexpired term of the contract is more than 12 months, the maximum cash settlement shall be no greater than the Superintendent's monthly salary multiplied by 12. 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 12 months or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

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

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, the maximum settlement shall be as determined by an administrative law judge but no greater than the Superintendent's monthly salary multiplied by six. (Government Code 53260)

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 payments he/she receives 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. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

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UNITED STATES CODE, TITLE 26

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300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, 2015

Maximizing School Board Governance: Superintendent Evaluation, 2006

Maximizing School Board Governance: Superintendent Selection and Employment, 2004

WEB SITES

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

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

Policy ACALANES UNION HIGH SCHOOL DISTRICT

adopted: June 8, 1994 Lafayette, California

revised: June 5, 2013

revised: June 1, 2016

Superintendent's Contract

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.

(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 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. The salary, benefits, and other compensation for the position

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

4. The criteria, process, and procedure for evaluation and the conditions for reemployment

(cf. 2140 - Evaluation of the Superintendent)

5. The conditions for termination of the contract including the maximum cash settlement that the Superintendent may receive upon termination of the contract

The Board shall deliberate in the closed session of a regular meeting about the terms of the contract. (Government Code 54956, 54957)

(cf. 9320 - Meetings 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 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. 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.

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 Board may terminate the Superintendent's contract of employment in accordance with law and applicable contract provisions. If the unexpired term of the contract is more than 18 months, the maximum cash settlement shall be no greater 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)

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, the maximum settlement shall be as determined by an administrative law judge but no greater than the Superintendent's monthly salary multiplied by six. (Government Code 53260)

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 payments he/she receives 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. (Government Code 53243-53243.4, 53260)

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WEB SITES

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

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

Policy ALISAL UNION SCHOOL DISTRICT

adopted: October 12, 1993 Salinas, California

revised: July 31, 2013

Superintendent's Contract

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.

(cf. 0200 - Goals for the School District)

(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 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
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position

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

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)

The contract may also address 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.

(cf. 4040 - Employee Use of Technology)

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)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

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

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

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

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 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 a timely manner of the requirement to give notice

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

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

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board may deliberate about terms of the contract in closed session at a regular meeting.† Discussions regarding the salary, salary schedule, or other compensation may occur in closed session only as permitted under Government Code 54957.6 between the Board and its designated representative(s) (the "labor exception"), for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. (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 - Meetings 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 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, 54957.6)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

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)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (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 his/her office or position, he/she shall reimburse the district for payments he/she receives 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. (Government Code 53243-53243.4, 53260)

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UNITED STATES CODE, TITLE 26

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300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

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

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Superintendent Contract Template, 2015

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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>

Office of the Attorney General, Department of Justice: <http://caag.state.ca.us/>

Policy SHASTA UNION ELEMENTARY SCHOOL DISTRICT

adopted: August 8, 2016 Redding, California

California School Boards Association's Superintendent Contract Template (Annotated Version)

INSTRUCTIONS AND NOTICE TO USER

This annotated Superintendent Contract template is intended by the California School Boards Association (CSBA) to be a starting point for school boards in developing a contract to present to their new superintendent and, as necessary, negotiating with the superintendent over details of the contract. Thus, the template should be revised to best reflect local needs and expectations. Annotations in the template provide context, explanations, commentaries, and suggestions, as they are intended to aid board member understanding of contract development and negotiation. This template is also consistent with recommended statements and practices in CSBA's sample board policy BP 2121 - Superintendent Contract.

The information contained in this annotated template is not a substitute for and does not replace the advice or representation of district counsel. Any user of this template agrees not to hold CSBA or its officers or employees responsible for any liability that may result from any use of or reliance on this template. In publishing this contract template, CSBA does not thereby provide any district, board, individual board member, or anyone else with legal advice or a legal opinion regarding contract development or negotiation. Additionally, CSBA reserves the right not to become involved in any manner in any litigation that may arise out of the use of or reliance on the template.

Contract Term

1. Board employs Superintendent commencing on _____ and ending on _____, unless such employment is terminated earlier pursuant to the provisions of the Contract or extended as otherwise provided herein or by law.

Paragraph 1 establishes the term of the Contract, which typically begins on July 1 and ends on June 30 and last two or three years. However, for interim or mid-year appointments, the term should be adjusted as appropriate.

Work Year and Hours of Work

2. Superintendent shall render twelve (12) months of full and regular service to District with the exception of vacations, District-approved holidays, and approved leaves as set forth in the Contract. It is understood that the demands of the position of Superintendent will require more than eight (8) hours a day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

Paragraph 2 establishes a traditional 12-month work year for the Superintendent and allows for vacation (approved by the Board President), District holidays (e.g., Presidents' Day), and other leaves as permitted by the Contract. Importantly, this language also indicates that the Superintendent is expected to work more than a 40-hour week and is not entitled to overtime.

However, Boards may consider using an alternate approach (known as the "positive work year" approach), which establishes the number of days in a year that the Superintendent will work. The

typical positive work year is 225 days. The main benefit of the positive work year approach is its simplicity – since the focus is solely on the number of workdays, other benefits such as vacation, leaves, and holidays need not be provided. The main drawbacks of this approach are the logistics of keeping track of what constitutes a workday and the cost associated with additional pay for workdays beyond the number established in the Contract will require.

Compensation

3. *Superintendent is employed as a full-time employee of District with an annual salary of _____ (\$ _____ .00). The annual salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Contract shall be \$ _____.*

4. *The annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Contract shall not constitute the creation of a new contract or extend the termination date of the Contract.*

Paragraph 3 establishes the annual salary of the Superintendent. While other portions of the Contract may be as important – e.g., the duties portion and the evaluation portion – this is the section that often gets the most attention. Local media and unions frequently will use a high superintendent salary as a reason to allege fiscal mismanagement, highlight low salaries for other employees, or raise other finance-related issues. Unfortunately, these pressures may result in a compensation scheme where salary is kept relatively low yet other benefits are increased substantially. Even when faced with such pressures, Boards should avoid using “creative” compensation schemes such as a low salary but exorbitant benefits, as they tend to erode public trust. In contrast, a simple compensation package with a healthy and competitive salary (i) will attract a qualified superintendent, (ii) will be consistent with the new limitations on defined pension benefits eligible as earnable compensation, (iii) will be aligned with recent changes to state retirement laws, (iv) will hopefully encourage the community to acknowledge the need for such a salary, and (v) may allow the Board to avoid any long-term issues with superintendent compensation. In addition to determining the annual salary, Paragraph 3 also includes the specific daily pro rata rate; this will help avoid any conflict over a difference of opinion regarding the calculation of this rate.

Paragraph 4 prevents automatic salary increases but allows the Board to provide a salary increase based on performance, the financial condition of the District, and other local considerations that may not be foreseen at the time the Contract is signed. This language is consistent with Government Code Section 3511.2, which prohibits an automatic renewal of a contract that provides for an automatic compensation increase in excess of a cost-of-living adjustment.

Fringe Benefits

Medical, Dental and Vision Insurance

5. During his/her employment under the Contract, Superintendent may select any medical, dental, and vision plan available to other certificated management employees within District. Superintendent shall be responsible for any employee contribution of the plan selected.

Life Insurance

6. On behalf of Superintendent, District shall purchase a _____ (\$ _____ .00) whole life insurance policy.

Retirement Contribution

7. Superintendent is responsible for his or her share of contributions to CalSTRS.

Moving Expenses

8. Accepting the position of Superintendent may involve Superintendent moving his or her place of residence, which is currently located at _____. To assist in defraying the one-time costs associated with this move, District shall reimburse Superintendent for his or her actual expenses associated with moving his or her household goods by a professional moving company, up to a maximum of \$ _____, provided that (i) Superintendent's new place of residence will be located within the geographic boundaries of District, (ii) Superintendent moves to his or her new place of residence within the first 18 months of the Contract, and (iii) the distance between Superintendent's current and new place of residence is at least 50 miles. The amount shall be paid to Superintendent within 30 days of submission of itemized moving and relocation expense invoices to District. Reimbursement is contingent upon pre-approval by Board President and upon Superintendent placing an item on the first available Board meeting agenda disclosing all moving expenses.

Paragraphs 5 through 7 address health benefits, life insurance, and retirement, respectively. It is not uncommon for the Superintendent to be treated the same as other certificated management employees with respect to health benefits, although the practice varies among districts. It is also optional but common for districts to purchase a life insurance policy for their superintendent. As for retirement, the Superintendent is typically responsible for the employee share of the Superintendent's CalSTRS contributions just like all other employees.

Paragraph 8 provides for the reimbursement of moving expenses and may be used on a case-by-case basis. In addition, Boards may modify the conditions for reimbursement to reflect local circumstances.

Work Related Expenses

Reimbursement for work related expenses

9. District shall reimburse Superintendent for all documented ordinary and necessary expenses, including mileage reimbursement, incurred relative to employment as Superintendent and consistent with Board policies, regulations, and guidelines applicable to other certificated management employees.

10. Unless otherwise addressed in the Contract, if the Superintendent seeks to be reimbursed for the cost of traveling outside of the District, such as for attending an out-of-district conference, the Superintendent shall obtain written approval from Board President before incurring the expense.

Professional Dues

11. District shall pay Superintendent's annual dues to the Association of California School Administrators (ACSA).

Technology Devices

12. At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

13. All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

14. When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

15. Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which he or she has conducted any District business, regardless of whether the device is provided by District pursuant to the Contract. This waiver permits Board or anyone authorized by Board to examine

the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

Paragraphs 9 and 10 provide for reimbursement for work-related expenses. This is a typical condition of a superintendent contract. The advantage to this approach over a per diem amount is that it improves transparency both with the public and the Board.

Paragraph 11 requires the District to cover the cost of the Superintendent’s membership in the Association of California School Administrators (“ACSA”). This provision is commonly included in a superintendent contract to facilitate and encourage networking among school administrators.

Paragraphs 12 through 15 address the need for the Superintendent to conduct District business via cell phone and laptop or tablet. Specifically, Paragraph 12 provides the Superintendent with a cell phone and laptop/tablet in order to conduct District business. This approach – as opposed to permitting the Superintendent to conduct District business on personal electronic devices – allows the District to more easily access information related to District business conducted on electronic devices in the event of an internal investigation or a Public Record Act request. Paragraphs 13 and 14 make it clear that while personal business may sometimes be conducted on a District-provided device, no District business may be conducted on any personal device. Paragraph 15 constitutes a waiver by the Superintendent permitting the Board or its designee access to any electronic device, such as his or her cell phone, on which District business has been conducted. Recent legislation (Senate Bill No. 178, enrolled as Chapter 651) may require that such a waiver be provided in order to access any content on such a device even if it was provided by the District. The Board should consult legal counsel regarding the appropriate scope of the waiver.

Leaves

Illness Leave

16. *Superintendent shall accrue illness leave at the rate of _____ (__) days per month.*
17. *Accrued unused illness leave shall not be compensable upon separation.*

Vacation

18. *Superintendent shall accrue paid vacation at the rate of _____ (__) days per month, exclusive of the paid holidays provided by law or policy to 12-month certificated management employees. All vacation must be scheduled in advance and approved by Board President. Superintendent may accrue the same number of vacation day as certificated management employees. Once this maximum accrual level is reached, Superintendent will cease accruing additional vacation until his or her balance falls below this level.*

Personal and other leaves

19. *Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves provided to District's certificated management employees.*

Paragraphs 16 and 17 set the number of sick days provided to the Superintendent and establish that any accrued sick leave is not compensable when the Superintendent leaves.

Paragraph 18 sets the number of vacation days provided to the Superintendent with the same number of, and cap on accrual of vacation days, as provided to other certificated management employees. Another option is to set the number of vacation days with an accrual cap independent of any group of employees. However, this may create a potential conflict of interest, as it puts the Superintendent in a situation to benefit from any decision to increase the number of vacation days for certificated management employees. In addition, if the Board seeks to reduce the accrual rate or cap on vacation days for certificated management employees, the Superintendent would be put in a position of having to advocate reduction to his or her own benefits. This paragraph also provides for the Board President to approve the Superintendent's vacation requests.

Paragraph 19 establishes that the Superintendent is treated the same as other certificated management employees with respect to all other types of leave. Unlike with vacation, it is less likely that this will create a conflict of interest, since such leaves are used less frequently and are rarely a subject of concern with respect to the benefits provided to certificated management employees.

Professional Development

20. *If requested by Board President or at Superintendent's option, District shall provide the release time and related expenses for Superintendent to participate in the ACSA Leading the Leaders Program. If Superintendent participates in this activity, he or she shall provide a timely report to Board.*

21. *If requested by Board President or at Superintendent's option, District shall provide the release time and related expenses for Superintendent to participate in the following operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations. If Superintendent participates in any such activity, he or she shall provide a timely report to Board:*

Tier One (Within first 12-18 months of tenure)

- *Superintendent and the newly formed governance team participate in a CSBA Good Beginnings workshop within the first ninety (90) days of the Contract.*

- *Superintendent attends CSBA's Institute for New and First Term Board Members with the newly elected member(s) of the governance team within the first year of the Contract.*
- *Superintendent and a majority of Board (or those newly elected, or who have not already participated) attain their Masters in Governance certificate through participation in CSBA's Masters in Governance Program within the first year of the Contract.*
- *Superintendent and Board participate in CSBA's Superintendent Evaluation and Board Self-Evaluation training at end of first year of the Contract to establish/set goals for the coming year.*

Tier Two (18 months - 3 years of tenure)

- *Superintendent and a majority of Board attend CSBA's Annual Education Conference and Trade Show.*
- *The Executive Assistant to Superintendent participates in CSBA's Training for Executive Assistants scheduled in conjunction with the Annual Education Conference and Trade Show (or at a regionally scheduled session) in order to enhance their effectiveness in support of the governance team.*
- *Superintendent and Board engage CSBA's Governance Consulting Services as a follow-up to the Good Beginnings workshop.*
- *Superintendent schedules a policy development workshop through CSBA's Policy Services to ensure that Board policies are both relevant and in compliance.*

Paragraphs 20 and 21 ensure that the Superintendent and the Board take advantage of resources and professional development opportunities provided by CSBA and ACSA.

- *ACSA's Leading the Leaders program: Places participants into a yearlong cohort (North or South) and tackles the current issues faced by superintendents in four workshop settings taught by experienced superintendents. For more information, please visit: <http://www.acsa.org/Programs.html>.*
- *CSBA's Good Beginnings workshops: Designed for new governance teams following the hiring of a new superintendent and/or the election of new board members. Workshops are individually tailored for districts and are conducted as open meetings of the governing board in accordance with the Brown Act. The pre-workshop process includes individual phone interviews with all governance team members. For more information, please email Renata Hoffman at rhoffman@csba.org.*

- *CSBA's Institute for New and First-Term Board Members*: A two-day seminar that covers the four major areas of board responsibility and authority: effective governance, finance, student learning and human resources. The seminar is designed to help board members become more effective and make a greater impact in their district or county office. For more information, please contact Stephanie Goodlett at sgoodlett@csba.org.
- *CSBA's Masters in Governance Program*: Equips board members and superintendents with the knowledge and skills to build and support an effective governance structure. The program, in which more than 2,000 board members and superintendents have participated, offers modules at various locations throughout the state and throughout the year, allowing participants the flexibility to choose where and when to attend. For more information, please visit: <http://www.csba.org/TrainingAndEvents/MastersInGovernance.aspx>.
- *CSBA's Superintendent Evaluation and Board Self-Evaluation Training*: Offers governing boards help with evaluating their superintendents and themselves, an essential component to become a more effective governance team. For more information, please visit: <http://bse.csba.org>.
- *CSBA's Annual Education Conference and Trade Show*: Premier continuing education and training program that provides strategies to help governance teams from districts and county offices of education improve student learning and achievement. Designed for everyone – new or veteran board members, superintendents and their management staff, executive assistants or other board support professionals – attendees will come away with practical ideas and a renewed commitment to accomplish the critical work of student learning and achievement. For more information, please visit: <http://aec.csba.org>.
- *CSBA's Governance Consulting Services*: Provides in-district training, workshops, resources, and guidance for building effective governance teams by working with boards and superintendents in a manner that is collaborative, results focused, flexible and adaptive. For more information, please visit: <http://www.csba.org/GovernanceAndPolicyResources/EffectiveGovernance/GovernanceConsultingServices.aspx>
- *CSBA's Policy Development and Maintenance Services*: Help districts and county offices of education build a strong foundation through development and maintenance of effective policies and policy manuals. These services offer sample board policies and administrative regulations as well as information and analysis on key education issues. For more information, please visit: <http://www.csba.org/GovernanceAndPolicyResources/DistrictPolicyServices/PolicyServicePrograms.aspx>.

General Duties

22. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent shall be the Chief Executive Officer of District.
23. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate his or her duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.
24. Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his or her duties, Superintendent shall provide educational leadership to District and make student learning and student success his or her highest priorities. Superintendent shall endeavor to maintain and improve his or her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.
25. Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.
26. For any time period during which at least one district facility is open and Superintendent is unavailable, Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties and, when doing so, shall notify Board President.

Paragraph 22 includes reference to the Education Code section permitting a district to hire a superintendent and Paragraph 23 establishes, in broad terms, the duties of the Superintendent.

Paragraphs 24 and 25 identify general duties of the Superintendent, including management of district operations. These duties are typical of every superintendent contract.

Paragraph 26 reflects the importance of having someone in charge of the District when the Superintendent is sick, on vacation, at a conference out of the district, or otherwise unavailable and enables the Board to take action via the Superintendent's evaluation if this duty is not met.

Administrative and Board-Related Duties

27. Superintendent shall establish and maintain positive community, staff, and Board relations.

28. *Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.*
29. *Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.*
30. *Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification.*
31. *Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.*
32. *As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.*
33. *Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.*
34. *Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.*
35. *Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.*
36. *Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.*
37. *Superintendent shall have such other duties properly delegated to him or her by Board policies or by other Board actions.*

Paragraphs 27 through 37 provide a detailed list of administrative duties and Board-related duties. These include some basic duties (e.g., attend every Board meeting and serve as secretary to the Board) as well as duties that are much more complicated (advising the Board on emerging issues). Paragraph 31 provides for Board involvement in the process for the development of administrative regulations, even as Board approval is generally not required by law. A Board that does not approve administrative regulations should still place them on the Board agenda as information items. Paragraph 32, in particular, is important because the Superintendent must be aware of the Brown Act requirements when individually communicating with a majority of Board members. (For more information on the Brown Act, CSBA has published a Brown Act book that

is available <https://www.csba.org/ProductsAndServices/CSBAStore.aspx>.) The Board should also be aware that any written report by the Superintendent to the Board in between Board meetings, even if marked confidential, may still be subject to public disclosure via the Public Records Act. Boards may include additional administration and communication-related duties by adding new paragraphs or modifying existing paragraphs.

Personnel Duties

38. *Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and shall evaluate all cabinet members pursuant to their contracts as well as Board policies and regulations.*

39. *Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.*

40. *As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. He or she shall also be responsible to periodically evaluate or cause to be evaluated all District employees.*

41. *Superintendent shall provide leadership and direction in negotiations with all labor groups.*

Paragraphs 38 through 41 permit the Superintendent to constitute a cabinet and direct the Superintendent to bring recommendations on employment and labor-related matters to the Board for consideration. The last sentence of Paragraph 39 allows the Board to fully delegate the authority to employ staff to the Superintendent. (This is typically done when the Board does not meet over the summer months.) Paragraph 40 requires the Superintendent to ensure that all employees are evaluated. Boards may include additional duties related to personnel, employment, and labor relations by adding new paragraphs or modifying existing paragraphs.

External Relation Duties

42. *Superintendent shall represent District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results.*

43. *Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.*

44. *Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 9 and 10 of the Contract.*

45. *Superintendent shall regularly report to Board on all external relations activities.*

Paragraphs 42 through 45 relate to external relations and direct the Superintendent to be the face of the District with the local community and with state and federal agencies and representatives. Boards may include additional duties related to public information and external communication by adding new paragraphs or modifying existing paragraphs.

Other Duties

Medical Exam

46. *In light of the unique nature of the professional duties of Superintendent, Superintendent shall receive, at district expense, a complete medical examination prior to February 15 of each Contract Year. The examination shall be conducted by a licensed physician selected by Superintendent. The written statement which shall be provided to Board shall be limited to the physician's determination of the continued fitness of Superintendent to perform the duties required under the Contract, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Superintendent to submit to a fitness for duty exam at any time, or as otherwise permitted by law.*

Driver's License

47. *Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.*

Additional Duties

48. *Superintendent shall carry out all lawful activities as directed by Board from time to time.*

Paragraph 46 provides for an annual medical exam to ensure that Superintendent is physically capable of performing the required duties. As such, the statement and any related documentation received by the Board from the physician are confidential. The requirement to receive an annual medical exam is included so that any failure to receive an annual medical exam constitutes grounds for termination under the Contract if the Board so chooses.

Paragraph 47 simply provides the Superintendent must have a valid license and an available vehicle in order to purpose his or her duties as needed.

Paragraph 48 is a catch-all phrase that allows the Board to add new contract-based Superintendent duties that may not be known at the time the Contract is signed and as circumstances may subsequently dictate during the term of the Contract. Failure to perform any added duty would then be grounds for termination under the Contract if the Board so chooses.

Evaluation

49. Board shall evaluate Superintendent in each year, utilizing the process set forth in Paragraphs 50 through 56, inclusive.

50. Prior to September 1 of each year, Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Contract, Board's strategic planning priorities and any other criteria chosen by Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by Superintendent.

51. Prior to October 1 of each year, Board shall, in writing, provide Superintendent with the evaluation instrument that Board will use to assess Superintendent's performance based on the goals and objectives established pursuant to Paragraph 50. The evaluation instrument shall include an overall job performance rating of "Exceeds Expectations," "Satisfactory," "Needs Improvement," and "Unsatisfactory."

52. Prior to April 1 of each year, Superintendent shall remind Board in writing of Board's evaluation obligations under the Contract, and Superintendent and Board shall agree on dates for Superintendent's evaluation and the other steps of the evaluation process as described herein.

53. Prior to May 31 of each year, Superintendent shall provide Board with an annual report regarding the state of the District and shall also make a presentation based on the report at a regularly scheduled Board meeting.

54. Prior to June 1 of each year, Superintendent shall present Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.

55. Prior to June 30 of each year, and after receiving Superintendent's state of the District report and self-evaluation, each of the following shall occur:

- Each Board member shall individually complete the evaluation instrument;
- Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.

- *Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.*

56. *The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent.*

57. *Failure of Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Paragraphs 59 through 70, inclusive.*

Paragraphs 49 through 57 establish the process by which the Board evaluates the Superintendent. This process places the Board in charge of designing the evaluation tool while permitting input from the Superintendent. Notably, the process includes a self-evaluation by the Superintendent and directs each Board member to individually evaluate the Superintendent which the Board President can then use to prepare the evaluation that will serve to communicate the Board's feedback and expectations.

Paragraphs 50 through 55 establish a specific timeline for the completion of the evaluation process but these dates may be adjusted based on the unique needs and capacities of each district. Paragraph 57 permits the Board to deviate from the evaluation process, while still preserving the Board's authority to terminate the superintendent without completing an evaluation as otherwise required under the Contract.

Contract Renewal or Extension

58. *There shall be no renewal or extension of the Contract. Should Board desire Superintendent to continue as Superintendent beyond the term of the Contract, the Parties shall negotiate and execute a new contract.*

Paragraph 58 provides that the Contract cannot be renewed or extended. This provision encourages the Parties to be more deliberate and specific about the terms under which Superintendent may remain employed beyond the term of the Contract. In many situations, the Parties may decide to use the existing Contract except with a change in term (Paragraph 1) and compensation (Paragraph 3). Nevertheless, the act of agreeing to a new contract (rather than simply extending the existing one) will encourage a more thorough review of the Contract and of the Board's expectations prior to the initiation of a new contract. This is distinct from an "evergreen" provision, which would automatically extend the term of the Contract under certain conditions, such as if the Superintendent receives a satisfactory evaluation. Evergreen provisions are particularly problematic when the composition of the Board turns over and when members of the Board are not familiar with (and have had no input on) the content of the Contract.

Contract Non-Renewal

Notice

59. *Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if Board fails to provide notice of non-renewal, the Contract shall automatically be renewed on the same terms but only for a period of one year.*

Superintendent's Duty to Notify Board

60. *Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Contract, Superintendent shall, in writing, remind each Board member of Board's obligation to give written notice pursuant to Paragraph 59. Failure by Superintendent to provide notice to Board shall invalidate the notice requirement under Paragraph 59 and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and in Paragraph 59.*

Paragraph 59, as specified under state law, requires the Board to notify the Superintendent, at least 45 days prior to the expiration of the current Contract, of the Board's intent not to negotiate and execute a new contract when the current Contract expires. Education Code Section 35031 provides that failure to provide the Superintendent with such a timely notice automatically extends the Contract for a similar term (i.e., three years if this is the term adopted in Paragraph 1). The second sentence of this paragraph explicitly waives this provision and replaces it with a provision that automatically extends the Contract for one year only. As no court has yet ruled on this approach (or any similar approach), it is recommended that the Board ask its legal counsel to specifically review this provision.

Paragraph 60 requires the Superintendent to notify the Board of its notice obligation in Paragraph 59. Paragraph 60 is written so that Superintendent's failure to provide the Board with this reminder will (i) invalidate the notice requirement in Paragraph 59 and (ii) waive any automatic renewal. This paragraph helps protect the Board in the instance where it fails to notify the Superintendent 45 days prior to the expiration of the Contract that the Board does not intend to negotiate or execute a new one. Again, as no court has yet ruled on this approach (or any similar approach), it is recommended that the Board ask its counsel to specifically review this provision.

Termination for Cause

61. *Notwithstanding any other provision of the Contract, Superintendent may be terminated for cause prior to the expiration of the Contract, for any of the following:*

- *Failure by Superintendent to possess or maintain a valid California Administrative Credential*
- *Suspension or revocation of Superintendent's California Administrative Credential*
- *Neglect of Duty*
- *Physical or mental inability of Superintendent to perform his or her duties*
- *Material breach of the Contract*
- *Superintendent interviews for any other position during the term of the Contract and he or she fails to notify Board President within three days of the interview*
- *Any other legally permissible reason*

62. *Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. Superintendent acknowledges that he or she is District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.*

63. *Prior to terminating Superintendent for cause, Board shall give Superintendent thirty (30) days written notice of its intention to terminate him or her for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.*

64. *Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to*

any further benefit under the Contract including, but not limited to, the benefits described in Paragraphs 5 through 8, inclusive.

65. A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

Paragraphs 61 and 62 identify the bases for terminating the Superintendent for cause. The second-to-last bullet in Paragraph 61 enables the Board President to be notified that the Superintendent may be leaving the District. Such notice serves to encourage ongoing and open dialogue with the Superintendent about the Superintendent's satisfaction in working with the Board and about his or her long-term employment plans, so the Board could take steps to prevent disruptions to district programs or operations if the Superintendent were to leave. Paragraph 62 illustrates the types of conduct, on or off the job, which could be considered to be seriously detrimental.

Paragraphs 63 through 65 describe the process the Board uses to terminate the Superintendent for cause.

Termination without Cause

66. Notwithstanding any other provision of the Contract, Board shall have the sole right to terminate Superintendent without cause at any time before its normal expiration. If Board terminates Superintendent without cause before its normal expiration, it shall pay to Superintendent his or her base salary and medical/dental/vision and other benefits provided under the Contract for either four (4) months or the number of months remaining on the Contract, whichever is less.

67. The compensation set forth in Paragraph 66 shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

Paragraphs 66 and 67 establish the process for terminating the Superintendent without cause, and provide the compensation that may be payable to Superintendent in such a situation.

Termination by Mutual Consent

68. Notwithstanding any other provision of the Contract, Board and Superintendent may, by mutual consent, terminate the Contract before its expiration.

69. If the Contract is terminated under Paragraph 68, the maximum cash settlement that Superintendent may receive shall either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Contract or (ii) an amount equal to the monthly salary of Superintendent multiplied by twelve (12), whichever is less. This paragraph is set forth herein because it is required by subdivision (a) of Government

Code Section 53260 but the Parties agree that it shall be superseded by the provisions set forth in Paragraphs 61 through 65 in the event that Superintendent is terminated for cause or by the limitations set for in Paragraphs 66 and 77 in the event that Superintendent is terminated without cause.

Paragraph 68 provides that in lieu of termination for cause or termination without cause, the Contract may be terminated by mutual consent. Mutual consent is typically reflected in a settlement agreement resolving any dispute between the parties.

Paragraph 69 establishes that the maximum compensation for termination by mutual consent is for the lesser of 12 months and the number of months remaining on the Contract. (State law recently reduced this to 12 months; previously, it was 18 months. The 12-month maximum cash settlement only applies to contracts entered into after January 1, 2016.) While required to be included in the Contract by state law, the last sentence clarifies that this 12-month maximum cash settlement does not apply to termination for cause (compensation ceases as of the day of termination) or to termination without cause (4 month maximum).

Termination by Death

70. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

Paragraph 70 provides that the Contract terminates immediately if the Superintendent dies.

Liability for Taxes

71. Notwithstanding any other provision of the Contract, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

Paragraph 71 provides that the Superintendent is responsible for any tax consequences stemming from the Contract and will hold the District harmless as well.

Superintendent Indemnification

72. District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies.

73. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought

against him or her in his or her personal capacity or in his or her official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his or her employment with District.

74. In no event will any individual Board member be personally liable for indemnifying Superintendent.

Paragraphs 72 through 74 protect the Superintendent and individual Board members from liability stemming from the Superintendent’s conduct while performing his or her job duties. Under this provision, the District agrees to insure and indemnify the Superintendent while also ensuring that it is the District, not Board members personally, who are financially responsible for doing so. This provision applies only to actions taken within the scope of the duties of the Superintendent.

General Provisions

Full and Complete Contract

75. The Contract is the full and complete contract between the Parties. It can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval.

Entire Contract

76. The Contract contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and Superintendent.

Applicable Laws

77. Except as modified pursuant to Paragraphs 59, 60, and 69 or by another express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

Construction

78. *The Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.*

Delivery of Notices

79. *All notices permitted or required under the Contract shall be given to Superintendent at the following address: _____*

80. *Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.*

Headings

81. *The headings of sections of the Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Contract.*

Attorney's Fees

82. *In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.*

Severability

83. *If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.*

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84. *If Superintendent is convicted of a crime involving abuse of his or her office, Superintendent shall reimburse District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code.*

85. Pursuant to Government Code Section 53243.2, any funds received by Superintendent from District resulting from Board's decision to terminate Superintendent without cause pursuant to Paragraphs 66 and 67, inclusive, shall be fully reimbursed to District if Superintendent is convicted of a crime involving the abuse of his or her powers of office. If District funds the criminal defense of Superintendent against charges involving the abuse of his or her office or position, and Superintendent is then convicted of those charges, Superintendent shall fully reimburse District for all District funds paid for Superintendent's criminal defense.

Governing Law and Venue

86. The Contract, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving _____ County, State of California.

No Assignment

87. Superintendent may not assign or transfer any rights granted or obligations assumed in the Contract.

Conflict with Board Policies

88. In the event of a conflict between the terms of the Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Contract shall prevail.

Paragraphs 75 through 88 contain generic language found in almost any contract (Paragraphs 75 and 76 ensure that the Contract is full and complete; Paragraph 83 ensures that if one section of the Contract is void, the remainder of the Contract is still valid) as well as how to apply and interpret the Contract (Paragraph 77 states the Contract is subject to all applicable laws except those that have been waived; Paragraph 78 provides that the Contract should not be interpreted against any party; Paragraph 81 provides that the section headers should not influence how to interpret the Contract). Also included is important language to protect the Board in the case of litigation between the Board and Superintendent (Paragraphs 79 and 80 establish how each side should serve and notify the other with legal documents; Paragraph 82 provides that each side bears their own attorney's fees to minimize financial incentives for litigation; Paragraph 86 provides for the venue for litigation). Finally, there is language that provides that the Superintendent must reimburse the District for certain expenses where the Superintendent is convicted of particular crimes (Paragraph 85), that the Superintendent may not assign or transfer any contractual rights or obligation to another (Paragraph 87), and that the terms of the Contract shall prevail over any Board policy (Paragraph 88). District counsel often substitute their own versions of these paragraphs or have other general provisions to add.

February 2016

California School Boards Association's
Superintendent Contract Template (Template-Only Version)

EMPLOYMENT CONTRACT
BETWEEN _____
AND THE _____ SCHOOL DISTRICT

This Employment Contract ("Contract") is by and between _____ ("Superintendent") and the Governing Board ("Board") of the _____ SCHOOL DISTRICT ("District").

NOW, THEREFORE, Board offers, and Superintendent accepts, employment as District Superintendent.

FURTHERMORE, in consideration of the foregoing and of the terms and conditions set forth herein, Board and Superintendent hereto agree as follows:

Contract Term

1. Board employs Superintendent commencing on _____ and ending on _____, unless such employment is terminated earlier pursuant to the provisions of the Contract or extended as otherwise provided herein or by law.

Work Year and Hours of Work

2. Superintendent shall render twelve (12) months of full and regular service to District with the exception of vacations, District-approved holidays, and approved leaves as set forth in the Contract. It is understood that the demands of the position of Superintendent will require more than eight (8) hours a day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

Compensation

3. Superintendent is employed as a full-time employee of District with an annual salary of _____ (\$ _____ .00). The annual salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Contract shall be \$ _____.

4. The annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the

Contract shall not constitute the creation of a new contract or extend the termination date of the Contract.

Fringe Benefits

Medical, Dental and Vision Insurance

5. During his/her employment under the Contract, Superintendent may select any medical, dental, and vision plan available to other certificated management employees within District. Superintendent shall be responsible for any employee contribution of the plan selected.

Life Insurance

6. On behalf of Superintendent, District shall purchase a _____ (\$ _____ .00) whole life insurance policy.

Retirement Contribution

7. Superintendent is responsible for his or her share of contributions to CalSTRS.

Moving Expenses

8. Accepting the position of Superintendent may involve Superintendent moving his or her place of residence, which is currently located at _____. To assist in defraying the one-time costs associated with this move, District shall reimburse Superintendent for his or her actual expenses associated with moving his or her household goods by a professional moving company, up to a maximum of \$ _____, provided that (i) Superintendent's new place of residence will be located within the geographic boundaries of District, (ii) Superintendent moves to his or her new place of residence within the first 18 months of the Contract, and (iii) the distance between Superintendent's current and new place of residence is at least 50 miles. The amount shall be paid to Superintendent within 30 days of submission of itemized moving and relocation expense invoices to District. Reimbursement is contingent upon pre-approval by Board President and upon Superintendent placing an item on the first available Board meeting agenda disclosing all moving expenses.

Work Related Expenses

Reimbursement for work related expenses

9. District shall reimburse Superintendent for all documented ordinary and necessary expenses, including mileage reimbursement, incurred relative to employment as Superintendent and consistent with Board policies, regulations, and guidelines applicable to other certificated management employees.

10. Unless otherwise addressed in the Contract, if the Superintendent seeks to be reimbursed for the cost of traveling outside of the District, such as for attending an out-of-district conference, the Superintendent shall obtain written approval from Board President before incurring the expense.

Professional Dues

11. District shall pay Superintendent's annual dues to the Association of California School Administrators (ACSA).

Technology Devices

12. At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

13. All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

14. When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

15. Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which he or she has conducted any District business, regardless of whether the device is provided by District pursuant to the Contract. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

Leaves

Illness Leave

16. Superintendent shall accrue illness leave at the rate of _____ (___) days per month.

17. Accrued unused illness leave shall not be compensable upon separation.

Vacation

18. Superintendent shall accrue paid vacation at the rate of _____ (___) days per month, exclusive of the paid holidays provided by law or policy to 12-month certificated management employees. All vacation must be scheduled in advance and approved by Board President. Superintendent may accrue the same number of vacation day as certificated management employees. Once this maximum accrual level is reached, Superintendent will cease accruing additional vacation until his or her balance falls below this level.

Personal and other leaves

19. Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves provided to District's certificated management employees.

Professional Development

20. If requested by Board President or at Superintendent's option, District shall provide the release time and related expenses for Superintendent to participate in the ACSA Leading the Leaders Program. If Superintendent participates in this activity, he or she shall provide a timely report to Board.

21. If requested by Board President or at Superintendent's option, District shall provide the release time and related expenses for Superintendent to participate in the following operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations. If Superintendent participates in any such activity, he or she shall provide a timely report to Board:

Tier One (Within first 12-18 months of tenure)

- Superintendent and the newly formed governance team participate in a CSBA Good Beginnings workshop within the first ninety (90) days of the Contract.
- Superintendent attends CSBA's Institute for New and First Term Board Members with the newly elected member(s) of the governance team within the first year of the Contract.
- Superintendent and a majority of Board (or those newly elected, or who have not already participated) attain their Masters in Governance certificate through participation in CSBA's Masters in Governance Program within the first year of the Contract.

- Superintendent and Board participate in CSBA's Superintendent Evaluation and Board Self-Evaluation training at end of first year of the Contract to establish/set goals for the coming year.

Tier Two (18 months - 3 years of tenure)

- Superintendent and a majority of Board attend CSBA's Annual Education Conference and Trade Show.
- The Executive Assistant to Superintendent participates in CSBA's Training for Executive Assistants scheduled in conjunction with the Annual Education Conference and Trade Show (or at a regionally scheduled session) in order to enhance their effectiveness in support of the governance team.
- Superintendent and Board engage CSBA's Governance Consulting Services as a follow-up to the Good Beginnings workshop.
- Superintendent schedules a policy development workshop through CSBA's Policy Services to ensure that Board policies are both relevant and in compliance.

General Duties

22. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent shall be the Chief Executive Officer of District.

23. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate his or her duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.

24. Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his or her duties, Superintendent shall provide educational leadership to District and make student learning and student success his or her highest priorities. Superintendent shall endeavor to maintain and improve his or her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

25. Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

26. For any time period during which at least one district facility is open and Superintendent is unavailable, Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties and, when doing so, shall notify Board President.

Administrative and Board-Related Duties

27. Superintendent shall establish and maintain positive community, staff, and Board relations.

28. Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.

29. Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.

30. Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification.

31. Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.

32. As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.

33. Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.

34. Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.

35. Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.

36. Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.

37. Superintendent shall have such other duties properly delegated to him or her by Board policies or by other Board actions.

Personnel Duties

38. Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and shall evaluate all cabinet members pursuant to their contracts as well as Board policies and regulations.
39. Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.
40. As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. He or she shall also be responsible to periodically evaluate or cause to be evaluated all District employees.
41. Superintendent shall provide leadership and direction in negotiations with all labor groups.

External Relation Duties

42. Superintendent shall represent District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results.
43. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.
44. Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 9 and 10 of the Contract.
45. Superintendent shall regularly report to Board on all external relations activities.

Other Duties

Medical Exam

46. In light of the unique nature of the professional duties of Superintendent, Superintendent shall receive, at district expense, a complete medical examination prior to February 15 of each Contract Year. The examination shall be conducted by a licensed physician selected by Superintendent. The written statement which shall be provided to Board shall be limited to the physician's determination of the continued fitness of Superintendent to perform

the duties required under the Contract, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Superintendent to submit to a fitness for duty exam at any time, or as otherwise permitted by law.

Driver's License

47. Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

Additional Duties

48. Superintendent shall carry out all lawful activities as directed by Board from time to time.

Evaluation

49. Board shall evaluate Superintendent in each year, utilizing the process set forth in Paragraphs 50 through 56, inclusive.

50. Prior to September 1 of each year, Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Contract, Board's strategic planning priorities and any other criteria chosen by Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by Superintendent.

51. Prior to October 1 of each year, Board shall, in writing, provide Superintendent with the evaluation instrument that Board will use to assess Superintendent's performance based on the goals and objectives established pursuant to Paragraph 50. The evaluation instrument shall include an overall job performance rating of "Exceeds Expectations," "Satisfactory," "Needs Improvement," and "Unsatisfactory."

52. Prior to April 1 of each year, Superintendent shall remind Board in writing of Board's evaluation obligations under the Contract, and Superintendent and Board shall agree on dates for Superintendent's evaluation and the other steps of the evaluation process as described herein.

53. Prior to May 31 of each year, Superintendent shall provide Board with an annual report regarding the state of the District and shall also make a presentation based on the report at a regularly scheduled Board meeting.

54. Prior to June 1 of each year, Superintendent shall present Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.

55. Prior to June 30 of each year, and after receiving Superintendent's state of the District report and self-evaluation, each of the following shall occur:

- Each Board member shall individually complete the evaluation instrument;
- Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
- Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.

56. The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent.

57. Failure of Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Paragraphs 59 through 70, inclusive.

Contract Renewal or Extension

58. There shall be no renewal or extension of the Contract. Should Board desire Superintendent to continue as Superintendent beyond the term of the Contract, the Parties shall negotiate and execute a new contract.

Contract Non-Renewal

Notice

59. Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if Board fails to provide notice of non-renewal, the Contract shall automatically be renewed on the same terms but only for a period of one year.

Superintendent's Duty to Notify Board

60. Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Contract, Superintendent shall, in writing, remind each Board member of Board's obligation

to give written notice pursuant to Paragraph 59. Failure by Superintendent to provide notice to Board shall invalidate the notice requirement under Paragraph 59 and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and in Paragraph 59.

Termination for Cause

61. Notwithstanding any other provision of the Contract, Superintendent may be terminated for cause prior to the expiration of the Contract, for any of the following:

- Failure by Superintendent to possess or maintain a valid California Administrative Credential
- Suspension or revocation of Superintendent's California Administrative Credential
- Neglect of Duty
- Physical or mental inability of Superintendent to perform his or her duties
- Material breach of the Contract
- Superintendent interviews for any other position during the term of the Contract and he or she fails to notify Board President within three days of the interview
- Any other legally permissible reason

62. Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. Superintendent acknowledges that he or she is District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.

63. Prior to terminating Superintendent for cause, Board shall give Superintendent thirty (30) days written notice of its intention to terminate him or her for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are

expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.

64. Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further benefit under the Contract including, but not limited to, the benefits described in Paragraphs 5 through 8, inclusive.

65. A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

Termination without Cause

66. Notwithstanding any other provision of the Contract, Board shall have the sole right to terminate Superintendent without cause at any time before its normal expiration. If Board terminates Superintendent without cause before its normal expiration, it shall pay to Superintendent his or her base salary and medical/dental/vision and other benefits provided under the Contract for either four (4) months or the number of months remaining on the Contract, whichever is less.

67. The compensation set forth in Paragraph 66 shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

Termination by Mutual Consent

68. Notwithstanding any other provision of the Contract, Board and Superintendent may, by mutual consent, terminate the Contract before its expiration.

69. If the Contract is terminated under Paragraph 68, the maximum cash settlement that Superintendent may receive shall either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Contract or (ii) an amount equal to the monthly salary of Superintendent multiplied by twelve (12), whichever is less. This paragraph is set forth herein because it is required by subdivision (a) of Government Code Section 53260 but the Parties agree that it shall be superseded by the provisions set forth in Paragraphs 61 through 65 in the event that Superintendent is terminated for cause or by the limitations set for in Paragraphs 66 and 77 in the event that Superintendent is terminated without cause.

Termination by Death

70. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

Liability for Taxes

71. Notwithstanding any other provision of the Contract, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

Superintendent Indemnification

72. District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies.

73. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him or her in his or her personal capacity or in his or her official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his or her employment with District.

74. In no event will any individual Board member be personally liable for indemnifying Superintendent.

General Provisions

Full and Complete Contract

75. The Contract is the full and complete contract between the Parties. It can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval.

Entire Contract

76. The Contract contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and Superintendent.

Applicable Laws

77. Except as modified pursuant to Paragraphs 59, 60, and 69 or by another express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

Construction

78. The Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

Delivery of Notices

79. All notices permitted or required under the Contract shall be given to Superintendent at the following address: _____

80. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Headings

81. The headings of sections of the Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Contract.

Attorney's Fees

82. In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

Severability

83. If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.

AB 1344

84. If Superintendent is convicted of a crime involving abuse of his or her office, Superintendent shall reimburse District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code.

85. Pursuant to Government Code Section 53243.2, any funds received by Superintendent from District resulting from Board's decision to terminate Superintendent without cause pursuant to Paragraphs 66 and 67, inclusive, shall be fully reimbursed to District if Superintendent is convicted of a crime involving the abuse of his or her powers of office. If District funds the criminal defense of Superintendent against charges involving the abuse of his or her office or position, and Superintendent is then convicted of those charges, Superintendent shall fully reimburse District for all District funds paid for Superintendent's criminal defense.

Governing Law and Venue

86. The Contract, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving _____ County, State of California.

No Assignment

87. Superintendent may not assign or transfer any rights granted or obligations assumed in the Contract.

Conflict with Board Policies

88. In the event of a conflict between the terms of the Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Contract shall prevail.

IN WITNESS, we affix our signatures to the Contract as the full and complete understanding of the relationships between the parties.

On Behalf of the GOVERNING BOARD OF THE _____
SCHOOL DISTRICT:

Name, Board President

Signature, Board President

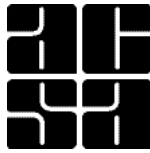
Date

I, _____, accept Board's offer of employment and agree to comply with the Contract and fulfill all of the duties required herein as Superintendent of the _____ School District.

Signature, Superintendent

Date

February 2016



**Association of California School Administrators
SUPERINTENDENT SAMPLE CONTRACT**

The following is a template for an employment agreement between a school district and a superintendent. The template contains a number of suggested provisions, sometimes with alternatives/options for your selection. Provisions of the agreement are unlikely to be suitable for each individual situation, and other provisions may be appropriate depending upon the circumstances present including the district's financial circumstances, geographical location and size. The template isn't meant to be copied in its entirety, rather what works for you and the district. The template does not constitute legal advice and anyone wishing legal advice with respect to the template should consult with competent legal counsel.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective as of _____ by and between the _____ school district, a public school district of the State of California ("District") and _____, an individual (referred to herein as "Superintendent").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ the Superintendent as the Superintendent of the District, and the Superintendent desires to accept employment as the Superintendent of District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. Term

The term of this Agreement shall commence on _____ and terminate on _____, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed _____ years. (*California code allows a maximum of 4 years for administrator Agreements.*) An amendment for the extension of the term of this agreement shall be approved at a regularly scheduled Board Meeting. (*Planned Contract Extensions are commonly referred to as Rollover/Evergreen clauses.*)

NOTE: Because of recent issues pertaining to Superintendent contracts and STRS audits, transparency in a contract is recommended. In this situation, receiving a contract extension based on a satisfactory evaluation is much more transparent than having the contract extended by default. In either event, the contract extension must be approved by the board in the form of an amendment at a regularly scheduled Board meeting.

The District shall provide the Superintendent with at least 120 days written notice prior to the expiration of this Agreement of the intention of the District not to renew the Agreement. Failure to give such notification shall result in the renewal of this Agreement as if notice had not been provided under Education Code 35031.

NOTE: EC 35031 only requires a 45-day notice by the Board in the last year of a contract if it is not to be extended. You should never let your contract roll into the last year unless you are planning to retire. If you are in the last year of your contract, you may only have 45 days to look for another position.

2. Employment Duties and Obligations

The Board hereby employs the Superintendent as the Superintendent of the District, and the Superintendent accepts employment as the Superintendent of the District. In said capacity, the Superintendent shall do and perform all services, acts, or tasks, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties: _____

**The items (in parentheses) set forth below will need to be customized for the particular district and the desires of the Superintendent.*

(Responsible for Personnel)

Subject to approval by the Board of the Superintendent's recommendations, the Superintendent shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff that in his/her judgment would best serve the District, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees.

Review all policies under consideration by the Board and make appropriate recommendations to the Board;

(Professional Growth)

Endeavor to maintain and improve the Superintendent's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities;

(Credentials/Licenses)

Obtain and maintain all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill the Superintendent's obligations as the Superintendent of the District;

(Board Liaison)

Serve as liaison between the Board and the Board's representatives with respect to all employer-employee matters, and make recommendations to the Board concerning those matters.

(Attend All Board Meetings)

The Superintendent shall be entitled to attend all regular, special and closed session meetings

of the Board, and shall serve as an ex officio member on any and all District committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.

(Board Refer Complaints)

The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

(Board/Supt Facilitator)

In addition to directing all complaints/criticisms/suggestions concerning the District or any of its personnel directly to the Superintendent as set forth above, the Board agrees that it shall work with the Superintendent in a spirit of cooperation and teamwork, and shall provide him/her with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by either a majority of the Governing Board, or by the Superintendent, an outside advisor will be mutually selected by the Board and the Superintendent, and shall be paid for by District, to facilitate discussion of the relationships of the Board and the Superintendent, in advancement of the best interests of District.

(Assigned Other Duties)

This is an agreement for the performance of professional services as Superintendent of the District. In recognition of the purposes of this Agreement, the Superintendent shall not be assigned to any other position or have his/her duties assigned to others without the Superintendent's consent. No policy or bylaw of the District shall diminish the Superintendent's statutory or contractual authority. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Superintendent's position and necessary for the adequate performance of his/her duties. The Superintendent will be provided with the appropriate technology that will assist him/her in the performance of the Superintendent's job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, iPad, cellular telephone or other personal communication device, and internet access.

****With the exception of the first paragraph, each of the foregoing items are "options".***

NOTE: This sample contract is not meant to be copied verbatim nor is it expected that every contract will have all of the following options. These options are available to make you aware of what might be included in a contract.

3. Obligations of District

The District shall provide the Superintendent with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

NOTE: Any approved significant increase in salary within the final years before retirement may be

subject to scrutiny and an audit by the STRS audit unit which may result in a decreased pension plus a penalty for overpayment. STRS considers these increases to be intentional for the purposes of enhancing your retirement pension. Moving items in your contract such as health benefits into salary will most likely result in a STRS audit. Consistent salary increases (Board adopted salary schedule, annual percentage increase or step increase) during the period of your contract is a better approach to avoiding accusations of “spiking.” See revised CalSTRS Creditable Compensation Regulations Article 5, Section 27600. In these revised regulations STRS may audit back seven years from the time of your retirement, so having a consistency of salary increases during this period of time is very important to avoid STRS issues.

NOTE: STRS members should be careful about relying on representations made to them by pension counselors about what their benefit will be, since STRS believes that it has the ability to disavow any such representation once an auditor has decided to review the pension scheme. In addition, the “three (3) year statute of limitations” is not viewed by STRS as a limitation on them, since they calculate the statute as of the time of the audit, not at the time of retirement or representation by a STRS employee. Thus far, the Office of Administrative Hearings has upheld both STRS interpretations.

NOTE: Memorialize the reason(s) for changes in your contract that include salary increases. State the reason(s) for these changes, such as staying competitive with other districts of like size and geographical location, exemplary performance, a desire to retain the Superintendent, your salary is aligned with other administrators in the district, etc. Even though no Office of Administrative Hearings, Teachers’ Retirement Board, or court ruling has yet to rule specifically on the value of statements of intent by a board, to date, for the cases an ACSA panel attorney has litigated or is currently working on, the STRS has simply ignored any statement made by a board that a salary increase wasn’t provided to enhance the Superintendent’s pension. If you choose comparison districts, maintain the documentation of those districts. If you haven’t received a raise in five years, explain that in your documentation and that the board wants to maintain stability of leadership in the district. See [Appendix A for Documentation of Salary History](#). Regardless of the reasons, any significant salary increases during the last years before retirement will most likely result in a STRS audit.

SALARY:

*NOTE: **Government Code 3511.1 & 3511.2** – Any contract executed, changed or renewed after January 1, 2012, that includes an automatic extension **and** automatic salary increase shall not provide for an increase in the level of compensation that exceeds a Cost of Living Adjustment (COLA).*

3.1 (Salary)

District shall pay the Superintendent an annual salary of \$_____. The Superintendent shall receive such annual increases in salary as may be agreed to by the Superintendent and the Board and also included in this agreement. The Board may agree to provide the Superintendent with additional increases in the Board's sole discretion.

NOTE: Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment and shall become a part of this Agreement. In no event shall the Superintendent’s salary at any time be reduced below the initial salary stated in this Agreement, or any subsequent increase to such salary.

[Alternative 1] (Percentage Increase based on Certificated Teacher Schedule and/or Administrative Salary Schedules)

In an effort to maintain equity with other certificated and administrative personnel, the Superintendent shall receive a salary increase each year of this agreement based on the average or median percentage increase given on the certificated teachers' unit salary schedule for a step and column raise. The Superintendent shall also receive any increases given to the administrative unit based on the results of negotiations.

[Alternative 2] (Percentage Increase)

The Superintendent shall receive each year of the Term of this Agreement a _____ % increase to the Superintendent's salary beginning July 1 of each school year. This increase shall be in addition to any other increases approved by the Board. This increase shall be based on the same percentage increase as found in the administrative **or** certificated teachers' salary schedule (*select one depending on your circumstances*).

[Alternative 3] (Step Increases/Salary Schedule)

The Superintendent shall receive yearly step increases in each year of the Term of this Agreement beginning July 1 of each school year in an amount equal to \$_____. The step increases shall be in addition to any other increases approved by the Board.

*NOTE: Suggest the step increases be based on the same percentage increases as found in the administrative salary schedule **or** certificated teachers' salary schedule (select one depending on your circumstances).*

[Alternative 4] (Equitable Salary Increases)

In addition to consistent salary increases (adopted salary schedule or yearly percentage increases), and in accordance with CalSTRS Creditable Compensation Guidelines effective January 1, 2015, the Superintendent's salary shall be adjusted equitably with other district salary increases. These adjustments shall be made following a satisfactory evaluation and approval at a regularly scheduled board meeting.

[Alternative 5] (Longevity)

It is the Board's goal to provide stability and continuity in the operational and instructional programs of the District, and, consistent with such goal, the Board agrees that the Superintendent shall be compensated for his/her longevity with the District. Any and all longevity salary increases shall be in addition to any other compensation already included in this Agreement or otherwise approved by the Board. Longevity increases shall be treated as base salary for any future increases. The first longevity increase of _____% shall be added to the Superintendent's salary beginning the fifth year of service. The Superintendent shall additionally receive a longevity increase of _____% beginning on July 1 of the _____ year of service.

[Alternative 6] (Longevity)

As an incentive for the Superintendent to continue in the employment with the District, the Superintendent's annual salary shall be increased by \$_____ after completing the first _____ school years of service.

NOTE: Longevity increases are considered creditable compensation under new CalSTRS Creditable Compensation Guidelines of January 1, 2015, and must be approved at a regularly scheduled board meeting.

NOTE: Be aware that having “me too” language in your contract may be problematic. As Superintendent, you may be in charge of negotiations, and you do not want to be accused of negotiating to benefit yourself.

EXPENSE ALLOWANCES:

*NOTE: Under the CalSTRS Creditable Compensation Regulations effective January 1, 2015, Expense allowances are not allowed as Creditable Compensation. **You may still have automobile and other expense allowances in your contract. They will not be considered as Creditable Compensation counting toward your STRS Defined Benefit account.***

3.1.1 (Automobile Allowance)

The Superintendent shall have an automobile furnished by the District for his/her use. District shall pay for the necessary insurance, gas and oil, maintenance and upkeep for such automobile through the use of a District credit card or other means convenient to both parties.

Taxes: Superintendents that are provided a district car may be liable for \$_____ per mile in excess taxes for mileage that is deemed personal, i.e. to and from the district. Only employees who drive vehicles equipped with emergency lights and sirens are exempt from this IRS ruling.

[Alternative 1] (Automobile Allowance)

The Superintendent shall provide a suitable automobile for his/her transportation in the performance of his/her duties on school business within the county. The Superintendent shall receive \$_____ per month allowance to use for the purpose of maintaining the automobile. The Superintendent shall not be required to provide documentation for this allowance. Travel outside of the county shall be reimbursed at the District allowed mileage rate.

NOTE: This allowance will not be reported as creditable compensation under STRS.

3.1.2 (Expense Allowance)

The Superintendent shall receive a monthly expense allowance of \$_____ to assist the Superintendent for such expenses as a cell phone and other expenses that naturally are incurred as the Superintendent conducts the District’s business. The Superintendent shall not be required to provide documentation for this allowance.

NOTE: This allowance will not be treated as creditable compensation according to STRS regulations.

3.2 (Work Days – Paid Vacation Days)

The Superintendent’s work year shall be _____ days. The Superintendent shall be entitled to _____ days of vacation, non-work time, each year without loss of compensation. Vacation shall be accrued at the rate of _____ days per month. At the conclusion of this

Agreement, any unused vacation time shall be paid to the Superintendent at the Superintendent's then existing daily rate of pay. The Superintendent may elect at the conclusion of each school year, ending June 30 annually, to be paid for any portion of his/her then accrued vacation time at the Superintendent's then existing daily rate of pay. The Superintendent may not accrue more than ____ days of paid vacation.

NOTE: The determination of work days is based on the following formula:

<i>Days in Year</i>	<i>365</i>
<i>Minus</i>	<i>104 weekend days</i>
<i>Equals</i>	<i>261 possible work days</i>
<i>Minus</i>	<i>14 paid holidays (depending on specific district)</i>
<i>Equals</i>	<i>247 possible work days</i>
<i>Minus</i>	<i>22 vacation days (depending on specific contract)</i>
<i>Equals</i>	<i>225 Work Days (depending on specific contract)</i>

[Alternative 1] (Work Days - Positive Work Year)

The Superintendent's work year shall be ____ days. The Superintendent may choose to work ____ additional days each year of this agreement and be paid at his/her current daily rate with all necessary contributions being deducted. Any work days beyond these ____ shall be with the approval of the board.

3.3 (Health Benefits)

NOTE: Government code 7522.40 that was put into place through PEPRA (Public Employment Pension Reform Act) doesn't allow a public employee to have a health benefit vesting schedule that is more advantageous than that provided generally to other public employees of the same public employer who are in related retirement benefit classifications. After a thorough review, one of our ACSA panel attorney firms has concluded that this section doesn't apply to Superintendents because they are in a class of one. However, we would caution you that there are differing opinions around the state. CalSTRS doesn't have any written guidelines on the issue. One suggestion is to offset any loss of expected health benefits with a tax sheltered annuity equal to the loss of the expected benefit.

The Superintendent shall be provided with insurance coverage with all premium costs paid for by the District under the District's health, vision and dental insurance plans, for the Superintendent, his/her spouse, and the Superintendent's dependents for the plans offered by District and selected by the Superintendent. Should the Superintendent retire from the District after _____ years of service, the District agrees that it shall continue to pay all premium costs for all such health, vision and dental insurance plans for the Superintendent and his/her spouse [until age 65] [for the life of the Superintendent and the Superintendent's spouse]. (*Note: so long as this benefit is not in conflict with Government Code 7522.40.*) Such health, vision and dental insurance benefits shall be comparable in all respects to those in effect on the date of the Superintendent's leaving the employment of the District, and there shall be no higher co-pay or other deductible costs then in effect on the date of the Superintendent's termination of employment date, or if such co-pay or deductible costs increase, the District shall pay the difference between such costs in the future and the amount of such costs on the date of the Superintendent's termination of employment.

Should the Superintendent continue to be eligible for District provided health insurance benefits after the Superintendent is no longer employed by District, and if the Superintendent has moved from the geographical area where the District's then current health insurance providers offer coverage, the Superintendent shall obtain alternative comparable coverage to that which was in effect on the date of the Superintendent's retirement and the District shall pay all premium, co-pay and deductible costs consistent with the preceding paragraph.

3.4 (Life Insurance)

The District shall provide the Superintendent, at District's expense, with a fully paid term life insurance policy in the face amount of \$ _____ with the beneficiary for such policy to be selected by the Superintendent.

Taxes: There is a potential tax consequence here as well for insurance benefits payable to the Superintendent over the maximum allowed by the IRS, which amount changes from time to time.

3.5 (Retirement Plan)

The District shall provide the Superintendent with a retirement plan and fund such retirement plan as specified herein, with an annual contribution in an amount equal to _____% of the Superintendent's salary. Such retirement plan shall be in addition to and separate from any State retirement plan in which the Superintendent is entitled to participate. Contributions to the plan shall be made by the District on a monthly basis. The retirement benefits specified herein shall be solely for the benefit of the Superintendent and shall be fully vested at the time when such contributions are made and shall otherwise be governed by the nature of the retirement plan selected by the Superintendent with the concurrence of District.

[Alternative 1] (Tax Sheltered Annuity)

The Superintendent shall receive \$ _____ annually which the Superintendent may in his/her discretion direct to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code. The Superintendent shall only make one such election in any calendar year and such election shall remain in effect until revoked. Only amounts earned by the Superintendent after the date of election will be deferred.

Taxes: You will need to check with your tax consultant as to the maximum allowed for a tax shelter.

3.6 (Professional Association Dues/Service Club Expenses)

District shall pay the Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the National Association of School Superintendents (NASS) and such other professional associations as the Superintendent may participate in. District shall reimburse the Superintendent for all reasonable expenses incurred by him/her in connection with District business. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by the Superintendent. The District shall also pay on behalf of the Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Superintendent's judgment relate to the benefit and welfare of the District.

3.7 (Master's/Doctoral Increment)

The Superintendent shall receive, on an annual basis, a master's degree increment of \$_____, and a doctoral increment of \$_____. These increments shall be considered salary for tax purposes and be treated as creditable compensation under the CalSTRS guidelines.

3.8 (Relocation Expenses)

The Superintendent will receive a one-time payment of up to \$_____ to cover relocation and moving expenses. The receipts for these expenses will be given to the district business office.

3.9 (Housing Allowance)

The District will provide the Superintendent with a monthly housing allowance of \$_____ for a period of _____.

3.10 (IRC Benefits)

The District shall throughout the Term of this Agreement provide a plan qualifying under the provisions of Internal Revenue Code Section 125 allowing the Superintendent to choose among various benefit programs made available by the District. The Superintendent shall be entitled immediately to participate in such plan upon commencing employment with the District. The Superintendent may elect under the plan to have a portion of his/her wages applied by the District toward the cost of one or more of the benefits made available by the District which include the following benefits: *(State your benefits)*

The Superintendent shall submit an election form to the District specifying which benefits he/she shall participate in under the plan, in identifying the amount of his/her salary which will be reduced as a result of such participation. The Superintendent may revoke a benefit election at any time and file a new election form if both the revocation and the new election are on account of, and consistent with, a change in family status. A change in family status for this purpose includes marriage, divorce, death of a spouse or child, birth or adoption of a child, termination of employment or new employment of a spouse, and such other events as are specified in the District's Section 125 Plan. The District will at all times cause the plan to be administered consistent with requirements of Section 125 of the Internal Revenue Code.

3.11 (Income Protection Insurance)

The district shall provide the Superintendent with income protection insurance which pays in the amount of ____ percent of his/her gross salary. This protection shall apply if the Superintendent in the event of an illness or accident is unable to perform his/her duties required under this Agreement. Benefits from said insurance shall become effective forty-five (45) days after the onset of said debilitating illness or injury and shall continue until the Superintendent is released back to full duty or until maximum retirement benefit age under the State Teachers Retirement System or the Public Employees Retirement System.

4. Professional Growth of the Superintendent

The Board supports the concept of lifelong learning and encourages the continuing professional growth of the Superintendent through his/her participation in:_____. The district is willing to support the Superintendent's professional growth and will be responsible for the expenses involved in such activity.

4.1 ACSA Professional Development

To support the new Superintendent's success, the district will provide the release time and related expenses for the Superintendent to participate in the following ACSA programs: New Superintendents' Workshop (1st year), Leading the Leaders, and the Superintendents' Symposium.

4.2 The operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations.

4.3 Seminars and courses offered by public or private educational or related institutions.

4.4 Informational meetings with other persons whose particular skills or experience serve to improve the capacity of the Superintendent to serve the district.

To attend or be involved in activities described in this section, the Board shall consider approval of a reasonable amount of release time as recommended by the Superintendent.

District shall pay for the necessary expenses associated with such professional growth activities approved by the Board, including lodging and subsistence. National conferences, meetings and professional growth activities must be approved by the Board.

5. Evaluation of the Superintendent

The Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. Such goals and objectives shall be established no later than the first meeting of the Board in September of each year.

[Alternative 1]

Within thirty (30) days after the commencement of the Term, the Board and the Superintendent shall meet to discuss agreed upon goals and objectives for the purposes of the ensuing year's evaluation. Thereafter, on an annual basis, no earlier than May 1 and no later than June 1, the Board and the Superintendent shall meet and agree upon objectives for evaluation for the succeeding school year.

(Schedule Board Meeting)

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Superintendent. Such meeting shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition thereto, the Board and the Superintendent shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent in writing whether the Superintendent has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

(Majority of Board)

An evaluation shall be deemed to be “satisfactory” if a majority of Board members have rated the Superintendent’s performance as satisfactory in individual evaluations prepared by such Board members.

(Deadline)

The Board will provide a formal evaluation of the Superintendent's performance at least once annually, no later than _____ of each year.

(Mutually Agreed Format)

The Board and the Superintendent shall agree upon a written evaluation format which shall be used during the Term.

(Unsatisfactory Evaluation)

If the Board concludes that the Superintendent's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

(Confidentiality)

The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.

6. Outside Professional Activities

The Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Superintendent's discretion. Any such activities which require the Superintendent to be absent from the District for more than three (3) consecutive full working days shall be reported in advance to the Board and shall be subject to Board approval. Any compensation received by the Superintendent for these outside professional activities shall belong to the Superintendent if they are completed on the Superintendent’s vacation or non-work days.

7. Medical Examination

The Superintendent agrees to undergo a comprehensive medical examination at least every other year during employment with the District. Said examination shall be made by a licensed physician selected by the Superintendent. A statement regarding the Superintendent's physical ability to perform his/her regular duties, shall be obtained from the physician and provided to the Board, and the Board shall keep confidential the information therein. The costs of the said medical examination and report shall be paid by the District. Nothing herein shall be deemed to waive the physician/patient privilege which the Superintendent shall have with any physician with whom the Superintendent consults for the purposes of this paragraph and this Agreement.

8. Termination.

8.1 The Superintendent may terminate his/her obligations under this Agreement by giving the District at least forty-five (45) days written notice.

8.2 This Agreement shall terminate upon the occurrence of any of the following events.

8.2.1 Whenever the Superintendent and the District shall mutually agree to termination in writing;

8.2.2 Upon the death of the Superintendent;

8.2.3 (Termination for Cause)

Upon the grounds set forth in the California Education Code for the termination of a permanent certificated employee, the Superintendent shall be entitled in the event that District contends there is any such basis to terminate Superintendent for cause to the rights provided to a certificated employee pursuant to Article 3 of Chapter 4, Part 25 of Division 3, Education Code § 44930 et sec, including, but not limited to, those provisions set forth in Education Code §44944, which provision shall apply with respect to any such attempted termination of the Superintendent; or

8.2.4 (Unable to Perform Duties)

The Superintendent has been unable to perform all or substantially all of the Superintendent's duties due to illness or other disability for a period of four (4) consecutive months, and it is medically determined that the Superintendent is permanently disabled from performing all or substantially all of the duties of the Superintendent. Any time a question exists as to the Superintendent's ability to perform his/her duties, the Board may require that the Superintendent undergo a comprehensive medical examination in accordance with the provisions of Section 6 of this Agreement. Such examination shall occur within two weeks of the date written notice is given to the Superintendent that the Board is exercising its right to an examination as provided in this Section. If the Superintendent wishes to do so, he/she may, within one week of said examination, submit a separate report made by a physician chosen by the Superintendent and concerning all or part of the matters covered in said comprehensive medical examination.

8.3 (Termination Without Cause/Buyout)

Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Superintendent. If the Board elects the option to terminate this Agreement without cause, then the Superintendent **shall** receive the Superintendent's regular Superintendent's salary for the remainder of the Term, or **eighteen (18) months**, whichever is less, and shall additionally be entitled to the health insurance benefits that the Superintendent has elected for the same period of time. *(Note: AB 215 signed by the Governor on September 1, 2015, reduces the term of buyout for Superintendents to twelve (12) months FOR CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2016. The added language to Government*

Code 53260 specifically states in section (2): “In the case of a district superintendent of schools, for contracts of employment executed on or after January 1, 2016, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 12.”) Such termination payments shall be paid on the same installment basis as the Superintendent's current salary unless both parties have mutually agreed to another form of compensation. The payment for salary and health benefits for the period prescribed is in recognition of the damages done to the Superintendent for termination without cause.

NOTE: Avoid contract language in the Termination Without Cause section that allows the board to terminate you because of an unsatisfactory evaluation. Having this language in a contract means the term of the contract is limited until the date you receive an unsatisfactory evaluation. Also avoid language allowing the district to reduce your buy out based on the difference in pay from any other job you may obtain after your termination. You received this buyout for serious damages done to you.

8.4 (Abuse of Office)

Pursuant to **Government Code section 53243.2**, any funds received by the Superintendent from the District as a buyout, resulting from the Board’s decision to terminate the Superintendent without cause, shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving the abuse of his or her powers of office. If the District funds the criminal defense of the Superintendent against charges involving the abuse of his or her office or position, and the Superintendent is then convicted of those charges, the Superintendent shall fully reimburse the District for all District funds paid for the Superintendent’s criminal defense.

9. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

SUPERINTENDENT: DISTRICT:

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. Conflict of Laws

This Agreement shall be governed by the laws of the State of California.

11. Integration

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

12. Severability

If one or more of the provisions of this Agreement are hereafter declared invalid or

unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

13. Modification

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

14. Construction of Agreement

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

15. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

16. Headings

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

17. Attorney Fees

In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

18. Further Assurances

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

19. Assignment

Since this Agreement is for the employment of the Superintendent and the Superintendent's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

20. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

21. Indemnity

In accordance with the provisions of Government Code §825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent will continue to be indemnified for any actions taken against him/her related to his/her role as the Superintendent.

22. Safety

In the event of public controversy or threats, if the Board or the Superintendent deems it necessary, the Board will at District expense provide appropriate security measures for the safety of the Superintendent and Superintendent's family.

IN WITNESS WHEREOF, this Agreement has been executed this ___ day of _____, 20__.

Dated: _____ DISTRICT

By:

By:

Dated:

(Print Name), Superintendent

Sincere appreciation to Greg McCoy and the Law Offices of Gagen, McCoy, McMahon, Koss, Markowitz & Raines for assistance in the preparation of this document and the Law Offices of Bennett and Sharpe for their review and revisions of portions of this document. We would also like to thank Lloyd Wamhof, John Almond and Janet Morey, ACSA Member Assistance Advocates for their contributions to this document.

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APPENDIX A: Documentation of Salary History

Board Minutes of Salary Increases

Addendum of Salary Increase

Survey of Like or Surrounding District Salary Schedules

Salary Schedules of District Staff

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Resolution No. 17-09
Intention to Eliminate/Reduce Classified Positions

BACKGROUND:

Periodically changes occur which result in the reduction of hours/elimination of positions for classified employees. The Board must formally approve a reduction of hours and/or elimination of positions.

STATUS:

Education Code 45117(a) and (b) requires notice to be given to affected employees a minimum of 60 days prior to the effective date of the lay-off. The District is proposing the elimination or reduction in days of the following positions for 2017-2018.

Due to the lack of funds or lack of work it shall be necessary to reduce the total annual days/hours worked and/or elimination of the following positions:

<u>Position(s)</u>		<u>Reduction/Elimination</u>
I.A. Paraeducator (Pos. #170070)	1	From .0259 FTE to 0.0 FTE

FISCAL IMPACT:

This reduction will be reflected in the 2017-2018 budget.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

RECOMMENDATION:

Recommendation to adopt Resolution No. 17-09 to eliminate/reduce classified positions, including transmittal of appropriate notices to affected employee(s), if any, pursuant to Education Code sections 45114, 45115, 45117, 45298 and 45308.

RESCUE UNION SCHOOL DISTRICT

Resolution of Intention to Eliminate/Reduce Classified Positions

Resolution #17-09

WHEREAS, due to the lack of work and/or lack of funds, the Governing Board hereby finds that it is in the best interest of the Rescue Union School District ("District"), to reduce or eliminate the following position(s):

<u>Classification</u>	<u>Position(s)</u>	<u>Reduction</u>
I.A. Paraeducator (Pos. #170070)	1	From .0259 FTE to 0.0 FTE

NOW, THEREFORE, BE IT RESOLVED by the Governing Board that:

1. As of the 4th day of April, 2017, or as soon thereafter as possible, the above-identified reductions shall be reduced or discontinued to the extent hereinabove set forth.
2. The Superintendent, or designee, of the Rescue Union School District be and hereby is authorized and directed to give notice of layoff to the affected classified employees, pursuant to District rules and regulations as well as the applicable provisions of the Education Code of the State of California, which shall include their re-employment and displacement rights, if any, no later than sixty (60) days prior to the effective date of layoff as set forth above.

PASSED AND ADOPTED at the regular meeting of the Governing Board held on April 4, 2017 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Education

Rescue Union School District

AGENDA ITEM: Public Hearing for Sunshine Items CSEA Negotiations for 2016-2017

BACKGROUND:

At the March 14, 2017, School Board meeting, the Board of Trustees set April 4, 2017 to conduct the required public comment on negotiation re-openers with the CSEA bargaining unit. The following topics will be discussed during the upcoming bargaining sessions.

STATUS:

The California School employees Association, and its Rescue Chapter #737 (CSEA) bargaining unit has presented the District with the following topics to be discussed in the negotiations for 2016-2017.

Article XV Health Benefits:

- Section 15.1 - CSEA is proposing that the district provide a fair and equitable increase to the Insurance CAP for employees as provided in appendage "A" Salary and Health Benefits Schedule.

Article V Hours and Working Conditions:

- Add additional language addressing split-shift pay and shift differential pay

Article XIV Layoff and Re-Employment:

- Section 14.8 – Modify language to address declined offers of work. In addition, add three new sections (1) Add Ed Code language of 60-day notice of layoff (2) Existing employee's workloads shall not increase immediately or over long term as a result of layoffs and (3) Staffing levels shall be returned to pre-layoff levels as soon as conditions merit.

Article XVI Set New Term of Agreement:

The Administration presents the following topics to be discussed in negotiations for 2016-2017.

Article XII District Transportation:

- Bidding Section 12.3 - Clarify how bus routes that become available are bid on and filled after the initial route bidding.
- Fieldtrip Section 12.5.7 - If a fieldtrip is rescheduled the initial driver will have first rights to the rescheduled trip
- Extra Hours Section 12.6 - When extra work is available it, it will be offered by classification seniority on a rotating basis to those employees who are available for the extra work and wish to perform the extra duties unless it brings a driver into overtime
- Athletic trips that occur within the drivers' regular work hours will be assigned (no extra income involved)

FISCAL IMPACT:

Unknown at this time

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract, retain and support diverse staff of knowledgeable, skilled, dedicated employees committed to providing and supporting quality education.

RECOMMENDATION:

Board president open the public hearing, receive comments from the public and close the hearing.

RESCUE UNION SCHOOL DISTRICT

**AGENDA ITEM: California State Board of Education General Waiver Request
Equity Length of Time for Transitional Kindergarten**

BACKGROUND:

California Education Code, Section 37202 requires that all students at a given grade level in a district receive “an equal length” of instructional time. Transitional Kindergarten should be the same length as traditional Kindergarten classes in the district. However, extended-day Kindergarten classes that are operated as part of an early primary program may exceed the four-hour maximum instructional day. TK programs that are part of the early primary programs can be as long as the rest of the programs, but do not need to be. Therefore, TK students must receive an equal length of instructional time as K students.

STATUS:

With the implementation of full day kindergarten programs, the District will need to submit a general waiver to the California State Board of Education to waive the equity of time requirements for Transitional Kindergarten instructional minutes as required by Education Code 37202. The waiver process requires the Board to conduct a public hearing at which time the public may testify on the waiver proposal.

FISCAL IMPACT:

N/A

BOARD GOAL:

Board Focus Goal I – STUDENT NEEDS:

B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core, and other student content standards and research-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college.

RECOMMENDATION:

District Administration recommends the Board of Trustees hold a public hearing regarding the equity length of time for TK and approve the waiver request.