

**North Orange County Regional Occupational Program
SUPERINTENDENT'S CONTRACT
ROP BP 2121**

BP 2121 (a)

Policy

Administration

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 ROP goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in ROP administration and shall ensure the best use of ROP resources.

The contract shall be reviewed by the ROP'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.
4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff.

The contract may also address payment for professional dues and activities, ROP's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

5. Vacation, illness and injury leave, and personal leaves.
6. General duties and responsibilities of the position.
7. Criteria, process, and procedure for annual 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.

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BP 2121 (b)

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice.
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. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting.

The Board may consult with ROP 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.

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request.

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.

Established: May 8, 2019

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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.

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.

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.

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the ROP 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 ROP in his/her defense against a crime involving his/her office or position.