The following officially adopted board policies were submitted by counties. Other county processes submitted influenced the report itself but are not included this appendix.

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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
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.

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.

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

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)

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)

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

ATTORNEY GENERAL OPINIONS

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/

Policy ALPINE COUNTY UNIFIED SCHOOL DISTRICT
adopted: November 8, 2016 Markleeville, California
The powers and duties of the Butte County Board of Education are as follows:

1. The Butte County Board of Education shall be bound by laws and regulations as set forth in the Education Code.
2. Adopt rules and regulations not inconsistent with the laws of California for their own government.
4. Approve the annual county school budget, and review of the annual audit.
5. Selection and approval of instructional materials.
6. Approval of teacher’s certificates.
7. Annually establish the County Superintendent’s salary. The board forms a committee every year and reviews the superintendent’s salary/benefits.

The Butte County Board of Education may:

10. Adopt and use an official seal in authentication of its acts.
11. Have such printing done as may be necessary.
12. In the name designated, acquire, lease, lease-purchase, hold and convey real property for the County Superintendent.
13. Contract with and employ any persons for the furnishing to the Butte County Board of Education, special services and advise in financial, economic, accounting, engineering, legal or administrative matters.
14. Transact business and formulate policies as provided elsewhere in the Education Code.
15. Fill by appointment any vacancy that occurs during the term of office of the County Superintendent of Schools.
16. The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law.
PERSONNEL – COUNTY SUPERINTENDENT

Compensation

The County Board of Education sets the annual salary for the position of County Superintendent of Schools. The compensation for the position occupied by the County Superintendent shall be reviewed annually following settlements negotiated with Contra Costa County Office of Education’s employee bargaining units.

At its annual review of the County Superintendent’s compensation, the Board will review comparative data comprised of the total compensation provided to the superintendents of the four largest school districts in Contra Costa County (Mt. Diablo USD, San Ramon USD, West Contra Costa USD, and Antioch USD) and a list of the total compensation received by all Class 2 county superintendents in California.

Compensation for the County Superintendent is intended to be reasonably competitive with the compensation provided to Superintendents occupying comparable-level positions in other County Offices of Education, and school districts.

Compensation is to include all benefits afforded to the management personnel. In order to fulfill the duties of the elected position of County Superintendent of Schools, the County Superintendent will be provided a vehicle expense allowance approved by the Board. Such vehicle expense allowance shall provide for actual costs associated with the County Superintendent’s vehicle. At the end of the calendar year, the County Superintendent of Schools shall submit documentation to the County Office of Education Business Office with regard to his/her total vehicle expenses for the calendar year, and if the actual expenses should exceed the total amount of the travel allowance paid during the year, the County Office of Education shall reimburse the County Superintendent of Schools for such excess travel expenses and the County Board of Education shall be informed of the amount of such reimbursement.

Policy adopted: March 14, 1990

Policy amended: January 12, 1994
July 9, 1997
May 27, 1998
July 18, 2012
The Governing Board shall annually evaluate the performance of the Superintendent in order to assess his/her effectiveness in leading the district toward established goals. The Board and Superintendent shall establish an appropriate schedule for the annual evaluation process.

(cf. 0000 - Vision)

(cf. 2121 - Superintendent's Contract)

(cf. 9000 - Role of the Board)

Evaluation criteria shall be based on district goals and success indicators agreed upon by the Board and Superintendent prior to the evaluation. The evaluation shall provide commendations in areas of strength, provide recommendations for improving effectiveness, and serve as a basis for making decisions about salary
increases and/or contract extension.

(cf. 2110 - Superintendent Responsibilities and Duties)

The Board and Superintendent shall annually consider what evaluation method(s) will best serve the district and agree on the specific written instrument to be used.

Prior to the evaluation, the Superintendent shall be responsible for preparing and distributing to the Board for its review a report of progress toward district goals, the Superintendent's self-appraisal of accomplishments and performance, and a review of action taken to address any Board recommendations from the previous evaluation. The Board shall also review the Superintendent's current contract and any relevant Board policies.

Through evaluation of the Superintendent, the Board shall strive to accomplish the following:

1. Clarify for the Superintendent his/her role in the school system as seen by the Board.

2. Clarify for all Board Members the role of the Superintendent based on his/her job description and the immediate priorities among his/her responsibilities as agreed upon by the Board and the Superintendent.

3. Develop harmonious working relationships between the Board and Superintendent.

4. Provide administrative leadership for the school system.

5. Evaluate performance.

The Board shall meet in closed session with the Superintendent to discuss the evaluation. (Government Code 54957)

(cf. 9321 - Closed Session Purposes and Agendas)

Each Board member shall independently evaluate the Superintendent's performance. The Board shall determine who will summarize and combine the individual evaluations to create a consensus document and how that consensus document will be formatted.

The evaluation shall be a composite of individual Board members' opinions, but there shall be only one final evaluation representing the Board's collective judgment. This final evaluation shall be provided to the Superintendent for his/her response.

The Superintendent shall have an opportunity to ask questions, respond verbally and in writing to the evaluation, and present additional evidence of his/her performance or district progress.

The Board president and Superintendent shall sign the evaluation as evidence that the evaluation has been discussed. The Superintendent shall place the evaluation in his/her personnel file.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

After each evaluation has been completed, the Board shall meet in open session to give the Board and Superintendent an opportunity to jointly identify performance goals for the next year.

(cf. 2111 - Superintendent Governance Standards)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
After each evaluation has been completed, the Board shall meet in open session to give the Board and Superintendent an opportunity to jointly identify performance goals for the next year.
El Dorado County Board of Education Policy

BP 9500 - County Superintendent's Remuneration

The County Board of Education believes that the County Superintendent of Schools renders services that promote the success of students and of the educational programs of the county office of education, and that anyone occupying the position should be fairly compensated for his/her service. In accordance with law, the County Board shall fix the salary of the County Superintendent and may adopt a remuneration package that includes, but is not limited to, salary, allowances, health and welfare benefits, and other benefits as appropriate.

The Attorney General has opined that a County Board may increase or decrease the County Superintendent's salary at any point during the term for which the County Superintendent was elected, but that any salary decrease may not be retroactive. Due to the conflict recognized by the Attorney General between the California Constitution and Education Code 1207, prior to decreasing a County Superintendent's salary, the County Board should first contact legal counsel.

Any discussion and/or action take on the County Superintendent's remuneration shall take place in open session, at a regularly scheduled meeting of the County Board.

Any changes to the County Superintendent's salary, financial remuneration, or any benefit, for any reason, may only be made upon approval of the County Board after discussion at a regularly scheduled meeting of the County Board.

The County Superintendent shall receive reimbursement for his/her actual and necessary traveling expenses.

Legal Reference:
EDUCATION CODE
1200-1209 Appointment, qualifications, salary and expenses of county superintendent
GOVERNMENT CODE
3511.1-3511.2 Local agency executives
53243.3-53243.4 Abuse of office
54954 Time and place of regular meetings
54957 Closed session personnel matters
CALIFORNIA CONSTITUTION
Article 9, Section 3.1 County Superintendent qualifications and salaries

First Reading: December 6, 2016
Second Reading: January 3, 2017
Adoption: January 3, 2017
Supersedes: BP 8050 Administrative Salaries
The Superintendent shall carry out his/her leadership, management, and Constitutional functions in accordance with the California Constitution, Education Code, Government Code, and policies adopted by the Board of Education. The Superintendent shall be responsible for executing all decisions made on behalf of the Office of Education.

Legal Reference:
CALIFORNIA CONSTITUTION
Article IX, Sec. 3 County Superintendents of Schools
EDUCATION CODE
1200-1350 County Superintendents of Schools
GOVERNMENT CODE
1020-1770 Public Officers
3540-3549.3 Meeting and Negotiating in Public Employment
The California Constitution provides that the County Board of Education fix the annual salary of the County Superintendent of Schools. In accordance with the State Constitution, Government Code and Education Code, the Salary of the County Superintendent of Schools, initially fixed by the County Board, shall not be reduced during his or her term of office or for any consecutive new term to which they are elected or appointed.

The Board also recognizes that the Superintendent's salary should be both competitive and comparable to the Superintendents of local school districts with similar structure and level of complexity, as well as other similar County Superintendents of Schools within California. The Superintendent's salary shall be reviewed annually.

In conjunction with the annual review and setting of the Superintendent's salary, the Superintendent and Board shall perform a review of mutually agreed upon goals set by the Board and Superintendent.

It is the intent of the Board that all discussion and action relative to the Superintendent's salary be conducted at a regularly-scheduled public meeting.

Legal References:

CALIFORNIA CONSTITUTION
Article 3
GOVERNMENT CODE
Section 1235
EDUCATION CODE
Section 1207 and Section 35145
The County Board of Education provides leadership and citizen oversight for educational programs and services operated by the county office of education (COE), including services provided to school districts and the community. The primary objective of the County Board is to work with the County Superintendent of Schools to establish the direction and priorities for the COE and to provide leadership to support the success of public education.

To fulfill its objective, the County Board shall:

1. Collaborate with the County Superintendent to ensure implementation of the shared vision, goals, and policies of the COE
2. Adopt and update policies for its own governance and for programs under the statutory authority of the County Board
3. Ensure accountability for student learning in schools and programs under the statutory authority of the County Board
4. Adopt the annual budget and review interim reports of the County Superintendent
5. Fix the salary of the County Superintendent in accordance with law and Board Policy 2126
6. Acquire, lease, lease-purchase, hold and convey real property for the purpose of housing the offices and the services of the COE
7. Along with the County Superintendent, ensure the provision of a safe and appropriate educational environment for all COE students
8. Conduct appeals on the following actions by district governing boards: student expulsions; interdistrict transfer requests; denials, nonrenewals, or revocations of charter school petitions; and other matters when required by law
9. Maintain a cooperative and supportive working relationship with local school districts, their school boards, and the community
10. Conduct public hearings when appropriate
11. Fulfill responsibilities relating to the Local Control Funding Formula (LCFF), including adopting the COE local control and accountability plan (LCAP) and any revisions and updates to it

12. Consider petitions and provide oversight for charter schools approved by the County Board and fulfill other statutory responsibilities in connection with charter schools

13. Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state, and federal levels

The County Board is authorized to establish, carry on, and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law and does not conflict with the purposes for which the County Board is established. (Education Code 35160-35160.1)

Legal Reference:
EDUCATION CODE
1040 Duties and responsibilities; county boards of education
1042 County boards; authority
1240 Duties of county superintendent
1279 Disposal of personal property
1280 Budget revisions
33319.5 Implementation of authority of local agencies
35160 Authority of county boards
35160.1 Authority of county boards; legislative intent
47600-47616.5 Charter Schools Act of 1992, as amended
48919 Expulsion and appeals to county board
52066-52068 Adoption of local control and accountability plan

Management Resources:
CSBA PUBLICATIONS
Professional Governance Standards for County Boards, October 2014
CALIFORNIA COUNTY BOARDS OF EDUCATION PUBLICATIONS
County Board Member Handbook: A Guide to Effective Governance, 2015
WEB SITES
CSBA: http://www.csba.org
California County Boards of Education: http://www.theccbe.org

BB9000 Page 2 of 2
County Superintendent of Schools

SUPERINTENDENT SALARY REVIEW

The Inyo County Board of Education is authorized by Education Code 1209 to establish the salary for the County Superintendent of Schools. The salary schedule listed below shall be used by the Board. The Board shall determine, based on prior work experience of the incoming superintendent, the salary schedule and step to place the new superintendent. Once placed on a certain step, the superintendent shall annually receive a step increase until step 6 is attained. It remains at the Board’s discretion whether to place the new superintendent onto the Base + Charter schedule due to the two factors: the current status of charter schools served by ICSOS and the new superintendent’s knowledge/ability to serve the charters under ICSOS’s purview. If ICSOS Charter’s cease to exist then the Base + Charter Schedule shall also cease to exist.

Annually, the County Board of Education will review with the County Superintendent his/her goals and objectives.

Annually, the County Board of Education will evaluate the performance of the County Superintendent so as to provide meaningful input into the direction of the County Office. The Board may seek input from school personnel and other community members.

<table>
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<tr>
<th>Effective July 1, 2017 (Base)</th>
<th>Effective July 1, 2017 (Base +Charter)</th>
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<td>$194,509</td>
</tr>
<tr>
<td>Step 6</td>
<td>$201,199</td>
</tr>
</tbody>
</table>

In addition to the salary schedules, $500 for a master’s degree and $500 for a doctoral degree shall be included. An $800 longevity stipend after every sixth year of employment shall be granted. The Superintendent will be required to enroll in and pay the premium of one of the health and welfare plans offered by the County Office. The Superintendent may pay for the premium via an IRC 125 plan.

Board Policy:
First Reading: December 19, 2000
Adopted: February 20, 2001
Revised: August 28, 2001
Revised: February 18, 2003
Revised: August 24, 2004
Revised: August 15, 2006
Revised: August 21, 2007
Revised: January 15, 2008
Revised: October 19, 2010
Revised: February 28, 2012
Revised: August 20, 2013
Revised: 
Kings County Board of Education
Board Policy

BP 2121
Administration

SUPERINTENDENT'S SALARY & FRINGE BENEFITS

The County Board believes it is important to attract and retain the most qualified and experienced candidate for the position of Kings County Superintendent of Schools. After the election or appointment and previous to the swearing in of a newly elected or appointed Superintendent, the Board shall review and set his/her annual salary and fringe benefits. In no case will the salary of the Superintendent be lowered during his/her term of office or for any consecutive new term to which he/she is elected or appointed.

On or before the filing period for the election of the Kings County Superintendent of Schools, the Board shall establish a minimum annual salary.

A County Superintendent of Schools shall not increase his or her salary, financial remuneration, benefits, or pension in any manner or for any reason without bringing the matter to the attention of the County Board of Education for its discussion at a regularly scheduled public meeting of the board and without the approval of the County Board of Education.

Legal Reference: State Constitution Article IX, Education Code Section 1207, 1209

Adopted by Board: June 6, 1979
Revised by Board: March 5, 1980
Revised by Board: February 1, 1989
Revised by Board: June 3, 1992
Revised by Board: August 2, 1995
Revised by Board: December 16, 1998
Revised by Board: January 5, 2005
Revised by Board: October 4, 2006
Revised by Board: August 10, 2011
Kings County Board of Education
Administrative Regulation

AR 2121
Administration

SUPERINTENDENT'S SALARY & FRINGE BENEFITS

Salary

In determining the County Superintendent's salary, the following should be considered by the Board:

- The State and Local Economy,
- The budget of the Kings County Office of Education,
- Salaries of the School Superintendents in Kings County, and
- COLA paid to county office employee groups.
- The following Class 5 Counties: Madera, Sutter, Humbolt, and Shasta Counties.

Within 60 days of the State Adopted Budget, the assistant superintendent of Business Services shall provide a report of the preceding information. The Board will consider the information and determine if change is needed in the annual salary at the next regularly scheduled public meeting.

Fringe Benefits

The Board must approve fringe benefits of the County Superintendent. The fringe benefits considered by the Board may include such benefits as;

- Health Insurance
- Life Insurance

Any changes to the approved benefits during the calendar year will be brought to the Board for approval at a regularly scheduled public meeting. The Board is not required to approve statutory benefits such as STRS, workers compensation, or Medicare.

The Board will authorize individual memberships for local, state, or national associations, such as ACSA, that the Board deems beneficial to the County Office.

Adopted by Board: January 5, 2005
Revised by Board: October 4, 2006
Revised by Board: August 10, 2011
BEGINNING SALARY OF A NEWLY ELECTED/APPOINTED LAKE COUNTY SUPERINTENDENT OF SCHOOLS

The minimum salary of the incoming Superintendent shall be that paid the current Lake County Superintendent of Schools less 5%.

This minimum salary would also apply to an Interim Superintendent appointed by the County Board of Education if the current Superintendent retires, resigns or is otherwise unable to complete the term of office.

The Board reserves the right to set the salary of the new County Superintendent above that minimum to reflect his/her qualifications and previous experience.

Prior to the date of the election for the position of Lake County Superintendent of Schools, the Lake County Registrar of Voters must be informed as to the beginning salary for that position. The current Superintendent or his/her designee is responsible for so doing.
SUPERINTENDENT’S COMPENSATION

The County Board shall determine the compensation of the County Superintendent. The County Board shall refer to the Superintendent’s salary schedule.

The County Superintendent shall be entitled to vacation and to employer-paid insurance benefits on the same basis as other employees of the Office who hold certificated administrative positions. (Education Code 1042, 1200 et seq., 1240 et seq., 35160)

(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)

The County Board shall deliberate in closed session about the terms of the County Superintendent’s compensation to instruct the Board’s designated representative before and during negotiations. (Government Code 54957)

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

The County Board shall adopt the County Superintendent’s compensation during open session of a regular meeting, which shall be reflected in the County Board’s minutes. Copies of the Superintendent’s compensation shall be available to the public upon request. (Government Code 53262)

(cf. 3580 - LACOE Records)
(cf. 9321.1 - Closed Session Actions and Reports)

Compensation may include reimbursement of work-related expenses, including mileage reimbursement, consistent with policy, regulations, and guidelines applicable to other professional administrative staff.

(cf. 3350 - Travel Expenses)

In addition the County Superintendent may also receive payment for professional dues and activities, the cell phones or other technological devices, and the use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

Legal Reference: (see next page)
SUPERINTENDENT'S COMPENSATION (continued)

Legal Reference:

EDUCATION CODE
35031 Term of employment
41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE
53260-53264 Employment contracts
54954 Time and place of regular meetings
54957 Closed session personnel matters
54957.1 Closed session, public report of action taken

Management Resources:

CSBA PUBLICATIONS
Maximizing School Board Governance: Superintendent Selection and Employment, 2004

WEB SITES
CSBA, Single District Governance Services: http://www.csba.org
Association of California School Administrators: http://www.acsa.org
COUNTY SUPERINTENDENT'S COMPENSATION

The California Constitution, Article IX, Section 3.1(b) provides that the County Board of Education shall fix the salary of the County Superintendent of Schools.

In accordance with the Education Code, the salary of the County Superintendent of Schools shall not be reduced during his/her term of office or for any consecutive new term to which he/she is elected or appointed.

Annually, the County Board of Education shall review and consider adjusting the County Superintendent’s compensation at or before the regular Board meeting in November. The County Superintendent’s salary year shall be consecutive with the annual term of office, January 1 through December 31st.

Every four years prior to the election of the County Superintendent, the Board will review the County Superintendent’s salary and determine the salary for a new County Superintendent. The County Registrar of Voters shall be notified in writing by the Secretary of the Board of the salary for a newly elected County Superintendent by December 1st.

A committee of the County Board may be appointed to research pertinent information and to provide a recommendation to the Board on the County Superintendent’s compensation.

Legal Reference:
CALIFORNIA STATE CONSTITUTION
Article 9, Section 3.1
GOVERNMENT CODE
Section 1235
CALIFORNIA EDUCATION CODE
Section 1207, 1209 and Section 35145
SETTING THE COUNTY SUPERINTEDENT’S SALARY

Legal Authority

The Monterey County Board of Education (County Board) relies on a number of regulatory and legal proclamations to substantiate its authority to fix the salary of the Monterey County Superintendent of Schools (County Superintendent) namely:

1. Article IX, Section 3.1 (b) of the California Constitution – “Notwithstanding any provision of this Constitution to the contrary, the county board of education or joint county board of education, as the case may be, shall fix the salary of the county superintendent of schools.”

2. The County Board may select the time and frequency of changing the salary of the County Superintendent and is under no duty to set such a salary before an election. [62 Ops. Cal. Atty. Gen. 356]

3. Education Code section 1207 – “In no case will the salary of the county superintendent be lowered during the term of his [sic] term of office... or for any consecutive new term to which he is elected or appointed.”
   
   a. Notwithstanding Education Code section 1207, the County Board has the authority to decrease the salary of the County Superintendent after the election for the term for which the County Superintendent was elected. [62 Ops. Cal. Atty. Gen. 356]
   
   b. While the County Board has the authority to decrease the County Superintendent’s salary, it may not do so retroactively. Compensation may be decreased only as to those services not yet rendered. [61 Ops. Cal. Atty. Gen. 384]

4. Education Code section 1209 – “A county superintendent of schools shall not increase his or her salary, financial remuneration, benefits, or pension in any manner or for any reason without bringing the matter to the attention of the county board of education for its discussion at a regularly scheduled public meeting and without the approval of the county board of education.”

Salary Setting Guidelines

The County Board recognizes its legal obligation to set the County Superintendent’s salary and benefits. It is the County Board’s policy to authorize a fair and reasonable salary for the County Superintendent. The process and guidelines for setting such salary are:
1. Salary comparison with the county superintendents in the same class three (3) counties.
2. Salary comparison with the four (4) largest district superintendents and the two (2) community college presidents in the county.
3. The extent to which the County Superintendent provides the appropriate guidance and advice to the County Board in order for the County Board to perform its authorized responsibilities as outlined in the law and County Board policies.

The County Superintendent’s compensation package may include the current and subsequent benefits, which are granted to management employees of MCOE.

The County Superintendent may also receive the following additional benefits including:

1. The use of an MCOE provided automobile for official duties in compliance with the law
2. An MCOE credit card to be used in connection with his/her official duties.
3. A mobile device allowance, such as a smart phone, for integrated personal and business use.

The Process

1. The County Board President shall appoint a “Compensation Subcommittee” at the first regularly scheduled County Board meeting in August to consider adjusting the salary of the incumbent County Superintendent who is beginning a new term in office or to establish the salary for a newly elected County Superintendent. The Subcommittee shall consist of no more than three (3) County Board members. At the same time, the staff will be asked to provide the comparable salary information as outlined in the Salary Setting Guidelines listed above.
2. The Subcommittee shall finalize its recommendations no later than the first meeting in November.
3. The Subcommittee’s recommendation to the County Board shall be made in open session. The County Board’s decision shall be implemented as ordered.
4. If any of the above dates prove to be impractical, they may be adjusted by the County Board President.
5. At the request of the County Superintendent or a member of the County Board, the County Board President may appoint a “Compensation Subcommittee” to review the County Superintendent’s salary in conjunction with any cost of living adjustments granted to MCOE employees.

County Superintendent Vacancy During a Term of Office
Should there be an appointed County Superintendent who is filling a vacancy during a term of office, the County Board President shall appoint a “Compensation Subcommittee” to recommend a salary and benefit package to the County Board.

Legal Reference:

**EDUCATION CODE**
1040 et seq. Duties and responsibilities of the county board of education.
1207 Limitations on reducing an incumbent County Superintendent’s salary
1209 County Board approval necessary to increase the County Superintendent’s salary
1240 et seq. Powers and duties of the county superintendent
1980 County community schools; administration and operation
48645.2 Juvenile court schools; administration and operation
48660 et seq. Community day schools; administration and operation

**COUNTY BOARD POLICIES**
BP 2110 Duties of the County Superintendent

**CALIFORNIA CONSTITUTION**
Article IX, Section 3.1 (b)

**ATTORNEY GENERAL’S DECISIONS**

Adopted: 11/2/88

Revised: 4/5/89; 4/3/91; 3/01/00; 10/02/02; 10/15/14
SALARY OF NAPA COUNTY SUPERINTENDENT OF SCHOOLS

Pursuant to its authority under Section 3.1 of Article 9 of the Constitution of the State of California, the Board shall review and fix the salary including all compensation of the County Superintendent.

A. The following protocol and criteria may serve as guidelines for the Board and Superintendent, it being understood that the Board reserves its plenary authority to establish the Superintendent’s salary and compensation.

B. Protocols and Criteria Guidelines:

1. The Board will annually review the Superintendent’s salary and compensation for purposes of considering an adjustment for the fiscal year. Any adjustment may be retroactive to be in line with the term of office.

This annual review will include the following data:

- Salary and medical benefit cost for Superintendents in Class V county offices with appropriate consideration of cost-of-living differentials that might exist between counties
- Salary and medical benefit cost for Superintendents in the five unified school districts in Napa County
- Salary and medical benefit cost for County of Napa Elected Officials
- Information on the change in total compensations for NCOE employee groups, including the cost of step and column and medical benefits

2. At least once every four years the Personnel Standing Committee comprised of the Board President and two fellow Board Members appointed by the President may complete a comprehensive study of the salary range assigned to the position of Superintendent. During the years where a comprehensive survey is completed, the following information will be gathered from the jurisdictions listed above in number one:

- Salary
- Medical benefits
- Car allowances
- Tax-sheltered annuities and/or deferred compensation
- Other benefits not listed above
Through a majority vote of the Committee, the Committee may establish additional criteria for data to be collected for the comprehensive study.

3. The following protocol will normally be utilized in determining any adjustment to the Superintendent’s salary:

(a) The Committee will reference Board Policy 2111 and Board Policy 2140 when evaluating the Superintendent’s performance against the Governance Guidelines.

(b) The Committee will reference Board Policy 2120 and Board Policy 2140 when evaluating the Superintendent’s performance relative to the specific responsibilities established for that position. Particular attention will be directed towards evaluating the level of success achieved in meeting the objectives established in the yearly Strategic Plan.

(c) The Committee may invite the Superintendent to submit information and data relating to the prior fiscal year, such as program accomplishments; community, staff and Board relations; program compliance with mandates; internal/external educational leadership; and level of productivity along with a recommendation for any modification to the annual salary or other compensation.

(d) The Committee will reference Board Member evaluation forms.

(e) The Superintendent is welcome to approach the Personnel Standing Committee at any time regarding the salary for the position.

(f) The Personnel Standing Committee should meet in February to review information pertinent to the Superintendent’s salary and compensation.

(g) The Personnel Standing Committee may direct that additional information be gathered, and will normally schedule a meeting in the month of March. At its March meeting, the Committee will endeavor to develop a recommendation to be submitted to the Board for a first reading at its regular April meeting.
(h) At the April Board meeting, the Personnel Standing Committee will normally present its recommendations, a summary of the data collected, and the fiscal impacts of any recommended salary adjustment to the Board. The Board will evaluate the information, and may either refer the matter back to the Personnel Standing Committee or send the matter for action at its May meeting.

(i) In the event the matter is referred back to the Personnel Standing Committee, the Committee will meet and submit a further proposal to the Board for action at a future Board meeting.

C. Setting Salary for New Superintendent: No later than the November meeting of the year prior to an election for County Superintendent of Schools the Board shall establish a salary for the office of County Superintendent. The Board will notify the County Clerk of any change in the salary no later than December 1st.

Thereafter the salary will be determined by the Board based upon recommendations of the Personnel Standing Committee. The new Superintendent is welcome to approach the Personnel Standing Committee at any time regarding the salary for the position.

Reference:

BOARD POLICY
  2111 Superintendent Governance Standards
  2120 County Superintendent of Schools
  2123 Establishment of the Salary of the Napa County Superintendent of Schools
    (This policy was replaced with BP 2121)
  2140 Evaluation of the Superintendent

EDUCATION CODE
  1042 Additional Powers
  1207 Salaries and Qualifications

CALIFORNIA CONSTITUTION
  Article 9, Section 3.1 Education

62 Ops. California Attorney General 356

Policy Adopted:  June 21, 2011

NAPA COUNTY OFFICE OF EDUCATION
Napa, California
BY-LAWS OF THE BOARD

Administrative Salaries

As an elected body which is directly answerable to the public, the Nevada County Board of Education fully recognizes and appreciates that, as an elected public official, the Nevada County Superintendent of Schools (“Superintendent”) is concomitantly answerable to the public and is subject to Education Code Sections 1209 and 1042(d).

As elected public officials, the duties and responsibilities of the Nevada County Board of Education, and the Nevada County Superintendent of Schools are defined separately by California Statute but have a mutual obligation for the proper and efficient operation of the Nevada County Office of Education for the benefit of the community, especially the children.

In carrying out their respective public duties and responsibilities in a manner which is most effective and efficient for the community and children which are served, it is desirable and beneficial that the Board and Superintendent execute their offices in a spirit of cooperation and mutual expectations.

This policy then is in furtherance of the Board’s public duty and to provide a fair, reasonable, and just compensation for the Superintendent.

Legal Reference: E.C. § 1042, 1209

Adopted by the Board: 12/10/03
PLACER COUNTY OFFICE OF EDUCATION SUPERINTENDENT’S SALARY/BENEFITS BB 9600

BASE SALARY SCHEDULE

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<th>Step 1</th>
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1. A newly elected or appointed County Superintendent will be placed on Step 1 of the Superintendent’s Salary Schedule. The County Board of Education may approve an initial placement other than Step 1.

2. The County Superintendent’s movement to the next salary step will be at the discretion of the County Board of Education.

3. Methodology to Establish County Superintendent’s Base Salary Schedule:
   a. Prior to the beginning of each new term, a salary survey of the largest unified, elementary and high school districts superintendents’ base salary in the county will be completed to establish a competitive County Superintendent Base Salary Schedule.
   b. The average base salary of the survey group shall be step 4 of the County Superintendent’s Base Salary Schedule with a 5% increment between each step.
   c. If the districts superintendent salary schedule has steps, then the highest step will be used in the survey to calculate Step 4 of the county superintendent’s base salary schedule.
   d. If Step 4 of the county superintendent salary schedule is higher than the average district superintendent salary, then the county superintendent’s salary schedule shall remain the same.

4. The County Superintendent will receive the same health and welfare benefits available to Placer County Office of Education management employees.

5. The County Superintendent shall receive $650 per month for use of a personal vehicle for official county office travel. A personal vehicle must be acquired and available on a daily basis. The vehicle must be capable of carrying four passengers. Mileage reimbursement will be provided for travel outside a 30-mile radius. Cost for travel associated with official business outside the 30-mile radius will be compensated from the point of origin. Reimbursement shall be at the county office approved mileage rate. Computation of mileage reimbursement shall be from place of residence.

6. Once the County Superintendent has been placed on Step 4, the County Office of Education shall contribute 5% of step 4 in deferred compensation in the form of a 403(b). At the beginning of each calendar year, the County Office of Education shall increase the deferred compensation percentage an additional 2.5% until the amount reached is 15%.

7. The County Superintendent is not eligible for retiree health benefits or longevity.

8. The County Superintendent shall receive $800 by holding a Graduate degree that will be added to the annual salary.

9. The County Superintendent shall also receive life insurance benefit of $95,000.
10. The County Superintendent shall receive payment for professional dues as well as reimbursement for actual and necessary expenses incurred in serving as the County Superintendent.

11. The County Superintendent shall receive eighteen (18) sick leave days allocation per year. The work year for the County Superintendent shall be 220 days of service.

Legal References:

CALIFORNIA CONSTITUTION
Article 9, Section 3 County Superintendent of Schools

EDUCATION CODE
1207 Salary of County Superintendent
1209 Increase of salary and benefits of County Superintendent

ATTORNEY GENERAL OPINIONS
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 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)
Terms of the contract shall remain confidential until the ratification process commences.

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)

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 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)

However, if a Board terminates its contract of employment with its district Superintendent of schools, that Board shall not provide a cash or noncash settlement to its superintendent in any amount if the Board believes, and subsequently confirms, pursuant to an independent audit, that the superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. (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

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

Management Resources:

CSBA PUBLICATIONS

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 PLUMAS COUNTY UNIFIED SCHOOL DISTRICT

adopted: September 12, 2012 Quincy, California

revised: March 3, 2016
BYLAWS OF THE BOARD

SUBJECT: County Superintendent of Schools

The Riverside County Board of Education believes that the Riverside County Superintendent of Schools renders services that promote the success of students and of the educational programs of the county office of education, and that anyone occupying the position should be fairly compensated for his/her service. In accordance with law, the County Board shall fix the salary of the County Superintendent on an annual basis and may adopt a remuneration package that includes, but is not limited to, salary, allowances, health and welfare benefits, and other benefits as appropriate.

The County Board may increase or decrease the County Superintendent’s salary at any point during the term for which the County Superintendent was elected, but that any salary decrease may not be retroactive. The County Board is cognizant of the conflict recognized by the Attorney General between the California Constitution and Education Code 1207 related to a salary decrease.

The Board shall consider changes to the Superintendent’s compensation at its October meeting, and take action to fix the Superintendent’s compensation at its regular meeting in November. Any change(s) to the Superintendent’s compensation will be effective on January 1 of the following year.

The Board may request the Superintendent to furnish information and data for comparative compensation purposes. The Board President may also form an ad hoc subcommittee to develop recommendations for the Board’s consideration regarding the Superintendent’s compensation package.

Any discussion and/or action take on the County Superintendent’s remuneration shall take place in open session, at a regularly scheduled meeting of the County Board. (Government Code 54956)

Any changes to the County Superintendent’s salary, financial remuneration, or any benefit, for any reason, may only be made upon approval of the County Board after discussion at a regularly scheduled meeting of the County Board. (Education Code 1209, Government Code 54956)

The County Superintendent shall receive reimbursement for his/her actual and necessary traveling expenses. (Education Code 1200, 1201)
Benefits for Retired County Superintendent of Schools

After their official retirement date, the retired County Superintendent of Schools shall receive the same consideration that is offered to active Cabinet members and division heads. This consideration shall be the same annual contribution towards the following:

- Health benefit plan
- Dental plan
- Vision plan.

In addition, the retired County Superintendent of Schools shall receive two life insurance benefits, one for $10,000 and one for 1 1/2 times their last annual salary, and the same contribution to a long-term care plan that is offered to retired members of the County Board of Education.
530 County Superintendent of Schools

531 Annual Salary

At the June board meeting of each year, the Board shall consider the adjustment of the County Superintendent's salary based on, but not limited to, a comparison with the annual total compensation of county superintendents in California Class II counties of similar size and with offices carrying similar responsibilities.

1. An additional annual amount of $500 will be allowed for each of the following:
   (a) B.A. degree plus 60 graduate semester units including M.A.
   (b) Earned doctorate

2. In lieu of being assigned a County automobile, the County Superintendent shall receive a monthly allowance of $650 for an automobile. The County Superintendent shall also be authorized to use County Superintendent of Schools credit cards for gasoline expenses for business related use of the automobile. Nothing shall preclude the County Superintendent the use of a County automobile in limited and extenuating circumstances related to County Schools business.

3. Monthly payment of $400 to be applied to a tax-sheltered annuity or to the annual salary of the Superintendent at the election of the Superintendent.

4. The following professional and service association membership fees shall be paid by the County School Service Fund for the Superintendent annually:

- Association of California School Administrators (ACSA)

Back to Table of Contents
The County Board of Education (County Board) believes that an annual evaluation of the County Superintendent of Schools’ performance strengthens working relationships between the County Superintendent of Schools (County Superintendent) and the County Board. The evaluation process should clarify the County Superintendent’s role and give the County Board and the County Superintendent an opportunity to jointly identify immediate priorities among the County Superintendent’s many responsibilities. Evaluations also should help the County Board to monitor progress toward established goals and to set reasonable criteria for salary increases and/or contract extensions. The County Board’s evaluations should include commendations in areas of strength and recommendations for improving effectiveness.

The County Board shall formally evaluate and assess in writing the performance of the County Superintendent at least once a year as follows:

1. The evaluation shall be based upon the duties outlined in the employment contract of the County Superintendent and the Board’s adopted goals.

2. The mid-year informal progress assessment shall take place prior to December 31 of each year.

3. The annual evaluation will be in writing and completed by May 15 of each year, unless another date is agreed upon by the Board and the County Superintendent.

4. The evaluation shall be conducted in closed session of a regular or special meeting of the County Board.
Derivation:

Legal Reference:
Government Code
54957
San Diego County Charter
Article VI, section 603.4
Employment Contract of County Superintendent of Schools
Legal Opinions
Court Decisions
San Mateo County Board of Education Policy

Business Services              BP 3340

Establishing the Salary of the County Superintendent

Legal Authority

California Constitution Article 9, Section 3.1 states that the Board “shall fix the salary of the county superintendent of schools.”

Education Code 1042(a) authorizes the Board to “adopt rules and regulations governing the administration of the office of the county superintendent of schools.”

Education Code 1207 states that “in no case will the salary of the county superintendent be lowered during the term of the office.” However, the Board has the authority to decrease the salary of the Superintendent after the election for the term for which the Superintendent was elected. 62 Ops. Cal. Atty. Gen. 356. While the Board has the power to decrease the Superintendent’s salary, it may not do so retroactively; compensation may be decreased only as to those services not yet rendered. 61 Ops. Cal. Atty. Gen. 384.

The Board may select the time and frequency of changing the salary of the Superintendent and is under no duty to set such a salary before an election. 62 Ops. Cal. Atty. Gen. 356.

The obligation to fix the salary of the Superintendent also includes the obligation to identify and fix the benefits of the Superintendent. Since the Superintendent is an elected official, benefits shall not include sick leave or vacation.

Finally, the Board recognizes that in setting the salary of the Superintendent, it is not doing so based on an evaluation of the Superintendent’s job performance. The assessment of the job performance of an elected official is reserved for the electorate.

Implementation of Legal Authority

The Board recognizes its legal obligation to set the Superintendent’s salary and benefits. It is the policy of the Board to authorize a fair and responsible salary for the Superintendent. The process and guidelines for setting such salary are provided for in the accompanying Board Regulation 3340.

Legal References:

California Constitution Article 9, Section 3.1
Education Code 1042(a)
Education Code 1207

Adopted SMCBE 02/01/06
Revised 09/19/07
Procedures for Establishing the County Superintendent’s Salary

Purpose

The State Constitution requires the Board to "fix the salary" of the Superintendent. The Board recognizes that in order to most effectively carry out this important legal obligation, it needs to establish a clear written process and guidelines. Accordingly, the intent of this regulation is to implement Board Policy 3340.

Process to Set the Superintendent's Salary

1. The Superintendent, acting as the Secretary to the Board, will distribute the guidelines set forth here to the Board President by the Board's first meeting in August of each year.

2. The Board President shall appoint a "salary subcommittee" at its first regularly scheduled Board meeting in August. The subcommittee shall consist of no more than three members of the Board, as determined by the Board President.

3. The subcommittee shall begin meeting to discuss the Superintendent's salary no later than the first regularly scheduled Board meeting in September. By the time of this meeting, staff will have provided to the subcommittee the information identified in the guidelines below.

4. The subcommittee shall meet with the Superintendent no later than the first Board meeting in October to discuss the Superintendent's salary.

5. The subcommittee shall meet to finalize its recommendation to the Board no later than the first board meeting in November.

6. The subcommittee's recommendation to the Board shall be made at the first meeting in December and shall include the effective date of any salary adjustment.

7. If due to special circumstances any of the above date serve to be impracticable, they may be changed by the County Board President.

8. After the Board sets the salary of the Superintendent, the Associate Superintendent for Fiscal and Operational Services shall ensure that the payroll department implements the Board action.
Guidelines in Setting Superintendent's Salary

1. The goal and intent of the subcommittee and the Board is to set a salary for the Superintendent that is fair and responsible.

2. It is the intention of the subcommittee and the Board to consider all relevant comparable information in determining the Superintendent's salary. Therefore, staff will provide the following data to the subcommittee no later than September 1:
   a. The total compensation package for each San Mateo County school district superintendent listed by categories: salary, health and welfare benefits, auto allowance, retirement provisions, etc.
   b. The total compensation package for each State of California county superintendent serving in Bay Area counties, as well as Class 2 and Class 3 counties, listed by categories: salary, health and welfare benefits, auto allowance, retirement provisions, etc.
   d. In establishing an appropriate base salary, the Board shall consider setting the salary approximately 20% above the salary of the Deputy Superintendent. The Board is not bound by this differential but shall use it to approximate an appropriate salary differential between the Superintendent and his or her next highest staff member salary.

3. The Superintendent's salary shall not be reduced during his/her 4-year elected term.

4. Whenever a new Superintendent takes office to serve a four-year term, or whenever an incumbent Superintendent is beginning a new 4-year elected term, the Board may choose to expedite or change the process set forth above, and set the salary at the discretion of the Board.

Adopted SMCBE 09/19/07
COUNTY SUPERINTENDENT'S CONTRACT

Pursuant to its plenary powers, as granted by the Constitution of the State of California, the Santa Clara County Office of Education appoints and sets the salary and compensation for the Santa Clara County Superintendent of Schools ("County Superintendent").

In approving employment contracts with the County Superintendent, the County Board wishes to encourage the County Superintendent's long-term commitment to the Santa Clara County Office of Education ("County Office") and community while carefully considering the financial and legal implications of the contract in order to protect the County Office from any potentially adverse obligations.

(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)

The County Board shall designate a representative to negotiate with the County Superintendent on its behalf and shall consult legal counsel to draft the contract document.

The County 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 County Board shall ratify the County Superintendent's contract in an open meeting, which shall be reflected in the County Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262)

(cf. 3580 - District Records)

The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination of the contract. The contract should also include general responsibilities and duties of the County Superintendent.

(cf. 2110 - Superintendent Responsibilities and Duties)

The County Superintendent's contract shall be extended only by County Board action and subsequent to a satisfactory evaluation of the County Superintendent's performance.

(cf. 2140 - Evaluation of the Superintendent)
COUNTY SUPERINTENDENT'S CONTRACT (continued)

The County Superintendent's contract shall include a provision specifying the maximum cash settlement that the County Superintendent may receive upon termination of the contract or not to exceed maximum cash settlement stipulated in law. 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 County Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

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

If the County Board terminates the County Superintendent's contract upon its belief and subsequent confirmation pursuant to an independent audit that the County Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge. (Government Code 53260)

Legal Reference:
EDUCATION CODE
1200-1209 Appointment, qualification, salary, and expenses
41325-41329.3 Conditions of emergency apportionment
CALIFORNIA CONSTITUTION
Article IX, Sects. 3-3.1
GOVERNMENT CODE
53260-53264 Employment contracts
54954 Time and place of regular meetings
54957 Closed session personnel matters
54957.1 Closed session, public report of action taken

Management Resources:
CSBA PUBLICATIONS
Maximizing School Board Governance: Superintendent Selection and Employment, 2004
WEB SITES
CSBA, Single District Governance Services: http://www.csba.org
Association of California School Administrators: http://www.acsa.org
BOARD POLICY

SUPERINTENDENT'S PROPOSED SALARY COMPENSATION AND BENEFITS

The Santa Cruz County Board of Education shall establish the salary and compensation for the County Superintendent of Schools. The Board will periodically review the salary and compensation for needed changes or adjustments.

Compensation will include both salary and additional benefits. The salary portion of the compensation package will be determined by a formula based on the average of current salaries of selected superintendents in the region. The Superintendent’s salary will be determined by averaging the current salaries of the superintendents at the San Mateo County Office of Education, the Monterey County Office of Education, the Santa Cruz City Schools District and the Pajaro Valley Unified School District. The Superintendent, serving full-time, shall receive the average of the selected superintendents’ compensation as calculated on February 15. The current salaries of the regional superintendents as well as the average of those salaries will be certified by the Associate or Assistant Superintendent of Business Services each calendar year and provided to the Santa Cruz County Board of Education for review prior to compensation adjustments.

Discussion and action concerning the Superintendent’s salary shall be during a regular scheduled Board meeting.

Legal References: Education Code 1209

Board Approved: January 18, 2005
It is the intent of the Siskiyou County Board of Education to attract and retain qualified candidates for the Office of superintendent. Therefore, it is the goal of the Siskiyou County Board of Education to offer a base salary within an established salary schedule for the position of Superintendent that is commensurate with the median salary level in comparable County Offices of Education. Furthermore, in addition to the base salary, other relevant compensation routinely provided to other employees of the Siskiyou County Office of Education will be considered in the overall compensation package for the Superintendent.

The Siskiyou County Board of Education will establish a salary schedule for the position of County Superintendent. In order to attract and retain qualified candidates, the Siskiyou County Board of Education will establish a fair and competitive salary schedule using the following factors to establish that schedule:

- Salary and other information from counties within the same Class designation
- Salary information from districts within the County
- Salary of other County elected officials
- Other relevant information

The Siskiyou County Board of Education may periodically review and change the salary schedule to ensure the effective recruitment and retention of qualified candidates.

Within the salary schedule, the Siskiyou County Board of Education will establish a salary for the County Superintendent. Except in extraordinary circumstances as determined by the board, the salary will not fall outside the established salary schedule limits. To set a salary, the Siskiyou County Board of Education will consider the superintendent’s experience, education and other job indicators as appropriate. The salary for a newly elected Superintendent will be established within 60 days of the election’s certification. The salary provided to the County Clerk for filing fee purposes will be the bottom of the salary schedule.

The position of Superintendent is an elected position. As such, performance reviews are not conducted for elected officials. The Siskiyou County Board of Education may, at its discretion, choose to periodically review and modify the Superintendent’s salary. Because of raises and other various factors, other positions within the Siskiyou County Office of Education may exceed that of the County Superintendent’s salary.

Current Salary Schedule:

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Adopted: June 30, 2005
Revised: November 17, 2005
Revised: August 20, 2014

Siskiyou County Board of Education
Sonoma County Board of Education
Board Policy
Salary of Sonoma County Superintendent of Schools

BP 2121 Administration

The County Board of Education believes that the County Superintendent of Schools renders services that promote the success of students and of the educational programs of the county office of education, and that anyone occupying the position should be fairly compensated for his/her service. In accordance with law, the County Board shall fix the salary of the County Superintendent and may adopt a remuneration package that includes, but is not limited to, salary, allowances, health and welfare benefits, and other benefits as appropriate.

The Attorney General has opined that a County Board may increase or decrease the County Superintendent's salary at any point during the term for which the County Superintendent was elected, but that any salary decrease may not be retroactive. Due to the conflict recognized by the Attorney General between the California Constitution and Education Code 1207, prior to decreasing a County Superintendent's salary, the County Board should first contact legal counsel.

The following protocol and criteria may serve as guidelines for the County Board and County Superintendent, it being understood that the County Board reserves its plenary authority to establish the County Superintendent's salary and compensation.

Protocols and Criteria Guidelines:

1. The County Board will annually review the County Superintendent's salary and compensation for purposes of considering an adjustment for the fiscal year. Any adjustment may be retroactive to be in line with the term of office.

   This annual review will include the following data:

   • Salary and medical benefit cost for County Superintendents in Class III county offices
   • Salary and medical benefit cost for Superintendents in the high school and unified school districts in Sonoma County
   • Salary and medical benefits cost for County of Sonoma Elected Officials
   • Information on the change in total compensations for SCOE employee groups, including the cost of step & column and medical benefits

2. At least once every four years the Business and Personnel Standing Committee (Committee) may complete a comprehensive study of the salary range assigned to the position of County Superintendent. During the years where a comprehensive survey is completed the
following information will be gather from the jurisdictions listed above in number one:

1. Salary
2. Medical benefits
3. Car allowances
4. Tax-sheltered annuities and/or deferred compensation

Through a majority vote of the Committee, the Committee may establish additional criteria for data to be collected for the comprehensive study.

3. The following protocol will normally be utilized in determining any adjustment to the County Superintendent's salary:

(a) The Committee may invite the County Superintendent to submit information and data relating to the prior fiscal year, such as program accomplishments; community, staff and Board relations; program compliance with mandates; internal/external educational leadership; and level of productivity along with a recommendation for any modification to the annual salary or other compensation.

(b) The County Superintendent is welcome to approach the Committee at any time regarding the salary for the position.

(c) The Committee should meet in February to review information pertinent to the County Superintendent's salary and compensation.

(d) The Committee may direct that additional information be gathered, and will normally schedule a meeting in the month of March. At its March meeting, the Committee will endeavor to develop a recommendation to be submitted to the County Board for a first reading at its regular April meeting.

(e) At the April Board meeting, the Committee will normally present its recommendations, a summary of the data collected, and the fiscal impacts of any recommended salary adjustment to the County Board. The County Board will evaluate the information, and may either refer the matter back to the Committee or see the matter for action at its May meeting.

(f) In the event the matter is referred back to the Committee, the Committee will meet and submit a further proposal to the County Board for action at a future Board meeting.

Setting Salary for New Superintendent

No later than the November meeting of the year prior to an election for County Superintendent of Schools the Board shall establish a salary for the office of County Superintendent. The County Board will notify the County Clerk of any change in the salary no later than December 1st.
Thereafter the salary will be determined by the County Board based upon recommendations of the Committee. The new County Superintendent is welcome to approach the Committee at any time regarding the salary for the position.

The County Board may deliberate about the County Superintendent's remuneration 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 County Board and its designated representative(s) (the "labor exception"), for the purpose of reviewing the County Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective County Superintendent. (Government Code 54956, 54957, 54957.6)

The County Board may consult with legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective County Superintendent.

The County Board shall take final action on the County Superintendent's remuneration in an open meeting, which shall be reflected in the County Board's minutes. (Government Code 53262, 54957.6)

County Superintendent Benefits

For purposes of this policy "plan" is defined as the group health, dental, or vision plans sponsored by the County Office.

The County Superintendent may participate in the benefit plans, such as, but not limited to, health, dental, vision and life insurance which are offered to management employees and their eligible dependents. In general, benefits commence on the first of the month following thirty (30) days of employment and cease on the last day of the month of termination.

If the County Superintendent becomes eligible for Medicare, s/he must enroll in Medicare Part A. If the County Superintendent fails to enroll in Medicare Part A by his/her 65th birthday, the County Superintendent will be responsible for the entire increase in premium costs. Once the County Superintendent enrolls in Medicare, the benefits provided under this policy shall be coordinated with Medicare, as applicable.

The County Board shall specify the benefits provided to the County Superintendent. Unless otherwise specified by the County Board, the County Superintendent's contribution for the cost of benefits will be the same as that required for County Board members, as set forth in Board Bylaw 9250. The County Board reserves the right to amend or terminate any benefit program provided to the County Superintendent or to require or increase County Superintendent's premium contributions toward any benefit. These rights may be exercised in the absence of financial necessity.
Retiree Medical Insurance

The County Office will pay according to the SCOE Contribution Formula listed below and not more than $960.00 per month for medical benefits (health, vision, dental) of a retired County Superintendent who meets all of the following conditions until the retired County Superintendent is age 65:

* The County Superintendent is at least fifty-five (55) years of age and voluntarily retires from active service with the County Office, and

* The County Superintendent has rendered a minimum of eight (8) consecutive and full time years of service for the County Office.

* For purposes of this policy "retirement" shall be defined as entering into a retirement contract with the Public Employee Retirement System or the State Teachers Retirement System and activating the retirement status of that contract.

* The person would not be eligible for benefits from a public school agency during the time he or she is receiving benefits from SCOE.

SCOE Contribution Formula

A County Superintendent and his/her dependent are only eligible for a contribution from the County Office to the plan, or plans, in which the employee and his/her dependent are enrolled at the time of retirement and only as described below.

With eight (8) or more years of consecutive and full time service, the County Office contribution amount shall be the cost of the Kaiser High Option, dental, and vision single coverage premiums, but not more than the $960/month maximum. If the County Superintendent is not enrolled in the County Office sponsored plans at the time of retirement, there shall be no contribution from the County Office.

With twelve (12) or more years of consecutive and full time service, the County Office contribution amount shall be the cost of the Kaiser High Option, dental, and vision premiums for the County Superintendent and one dependent, but not more than the $960/month maximum. If the County Superintendent and his/her dependent are not enrolled in the County Office sponsored plans as of the date of retirement, there shall be no contribution from the County Office towards the cost of dependent coverage.

In computing the years of service to be eligible for coverage described above, the County Board reserves the right to:

In the event that the former County Superintendent relocates to an area where any of the benefits provided under this policy are unavailable, the County Office may provide the premium contributions set forth above to any other recognized health plan(s) designated by the former employee.
If the former County Superintendent selects a more expensive plan(s), the County Superintendent shall be responsible for the premium costs above the County Office's contribution. In the event that the County Office premium contributions specified above are insufficient to provide dependent coverage, such coverage may, subject to carrier approval, be available to the County Superintendent and his/her dependent at no further expense to the County Office.

Any County Superintendent who does not qualify for a County Office contribution towards benefit premiums will have a one-time-only opportunity to elect to purchase medical, dental, and vision coverage for the employee and his/her dependents at no cost to the County Office.

All retirees who are eligible must file for Medicare when s/he reaches the age of eligibility for Medicare and be transferred to Medicare benefits as primary coverage. If a retiree fails to enroll in Medicare Part A by his/her 65th birthday, the retiree will be responsible for the entire increase in premium costs. Once the retiree enrolls in Medicare the benefits provided under this policy shall be coordinated with Medicare, as applicable.

Once a retiree terminates coverage for himself/herself, the retiree and his or her dependents shall not be eligible to reinstate coverage. If a retiree does not have a dependent at the time of retirement, or his/her dependent is not enrolled at the time of retirement, or the retiree terminates coverage for his/her eligible dependents, the retiree's dependents shall not be eligible to enroll or reinstate coverage, unless one of the qualifying events described below occurs.

Qualifying Events:

1. With carrier approval, if after retirement a former County Superintendent enters into a marriage or registered domestic partnership, if the spouse or registered domestic partner is under age 65, the spouse/domestic partner may be added to group coverage as a dependent so long as proof of the marriage or registered domestic partnership is provided to Human Resources within 30 days of the marriage or registration of domestic partnership. Such coverage of the spouse/domestic partner shall be at no cost to the County Office. The spouse/domestic partner may continue to be enrolled in group coverage until the spouse/domestic partner attains age 65 or the death of the retiree, whichever occurs first.

2. With carrier approval, if a retired County Superintendent's spouse, or registered domestic partner, loses other employer sponsored group health coverage and is under age 65, the spouse/domestic partner may be added as a dependent so long as proof of the loss of other coverage is provided to Human Resources within 30 days of the loss of group coverage. Such coverage of the spouse/domestic partner in the group plan shall be at no cost to the County Office. The spouse/domestic partner may continue to be enrolled in group coverage until the spouse/domestic partner attains age 65 or the death of the retiree, whichever occurs first.

Other than as provided under COBRA or by the carrier, dependents shall not be eligible for coverage in the group benefit plans once the retired County Superintendent is deceased. Except as provided above, surviving dependents shall be responsible for the entire cost of any premiums.
and COBRA administration fees, and shall be subject to termination of benefits for non-payment of premiums or fees.

Continuation of Benefits through COBRA

In implementing the Consolidated Omnibus Budget Reconciliation Act (COBRA), the County Board allows former County Superintendents the option, subject to carrier approval, of retaining health insurance coverage when they retire or otherwise leave the County Office through the COBRA Plan.

Continued coverage through the County Office COBRA Plan shall also be made available to a County Superintendent's spouse and dependents upon the Superintendent's death, separation or divorce, until age 65 or eligibility for Medicare is attained or upon termination of a child's dependent status under the County Office health insurance program.

A County Superintendent who is removed from office for gross misconduct may not retain health insurance coverage through the County Office group plan or COBRA.

Persons who choose to retain health insurance coverage under COBRA shall be charged the full cost of coverage plus two (2) percent. All qualifying persons may retain coverage for no more than the current COBRA limits for qualifying coverage. Those persons who become disabled as defined by Social Security within the first sixty (60) days of COBRA may continue coverage at their own expense for an additional twenty-one (21) months.

Coverage will end if the County Superintendent, former County Superintendent or dependent:

- Fails to pay the insurance premium and administration fee, with notification as required by law;
- Secures, or becomes eligible for, health insurance coverage through subsequent employment or through a spouse or parent;
- Remarries and is no longer eligible for coverage under the former spouse's coverage; or
- Becomes eligible for Medicare benefits.

Coverage for any or all plans will be terminated by the County Office if such plans are no longer in effect.

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
ATTORNEY GENERAL OPINIONS

Management Resources:
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/

Policy  SONOMA COUNTY OFFICE OF EDUCATION
adopted: June 11, 2003  Santa Rosa, California
revised: October 6, 2005
revised: June 26, 2008
revised: July 1, 2010
revised: November 3, 2016
ROLE OF THE BOARD

The County Board has been elected by the community to provide leadership and citizen oversight of the County Office. The County Board shall ensure that the County Office is responsive to the values, beliefs, and priorities of the community.

The County Board shall work with the County Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the County Office through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement

   (cf. 0000 - Vision)
   (cf. 0100 - Philosophy)
   (cf. 0200 - Goals for the School District)

2. Establishing an effective and efficient organizational structure for the County Office by:
   
   a. Setting the salary of the County Superintendent

   (cf. 2110 - Superintendent Responsibilities and Duties)
   (cf. 2120 - Superintendent Recruitment and Selection)
   (cf. 2121 - Superintendent's Contract)
   (cf. 4000 - Concepts and Roles)
   (cf. 411 - Recruitment and Selection)
   (cf. 4211 - Recruitment and Selection)
   (cf. 4311 - Recruitment and Selection)

   b. Overseeing the development and adoption of policies

   (cf. 9310 - Board Policies)

   c. Establishing academic expectations and adopting the curriculum and instructional materials

   (cf. 6011 - Academic Standards)
   (cf. 6141 - Curriculum Development and Evaluation)
   (cf. 6146.1 - High School Graduation Requirements)
   (cf. 6146.5 - Elementary/Middle School Graduation Requirements)
   (cf. 6161.1 - Selection and Evaluation of Instructional Materials)
ROLE OF THE BOARD (continued)  

BB 9000(b)

d. Establishing budget priorities and adopting the budget

(cf. 3000 - Concepts and Roles)
(cf. 3100 - Budget)
(cf. 3312 - Contracts)

e. Providing safe, adequate facilities that support the County Office's instructional program

(cf. 3517 - Facilities Inspection)
(cf. 7110 - Facilities Master Plan)
(cf. 7150 - Site Selection and Development)
(cf. 7210 - Facilities Financing)

f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)

3. Providing support to the County Superintendent and staff as they carry out the County Board's direction by:

a. Establishing and adhering to standards of responsible governance

(cf. 9005 - Governance Standards)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9200 - Limits of Board Member Authority)
(cf. 9270 - Conflict of Interest)

b. Making decisions and providing resources that support County Office priorities and goals

c. Upholding County Board policies

d. Being knowledgeable about County Office programs and efforts in order to serve as effective spokespersons

(cf. 9240 - Board Development)
(cf. 9400 - Board Self-Evaluation)

4. Ensuring accountability to the public for the performance of the County Office's schools by:
 ROLE OF THE BOARD (continued)  

a. Monitoring and evaluating the effectiveness of policies

b. Serving as a judicial (hearing) and appeals body in accordance with law, County Board policies, and negotiated agreements

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4117.3 - Personnel Reduction)
(cf. 4117.4 - Dismissal)
(cf. 4144/4244/4344 - Complaints)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

c. Monitoring student achievement and program effectiveness and requiring program changes as necessary

(cf. 0500 - Accountability)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6162.52 - High School Exit Examination)
(cf. 6190 - Evaluation of the Instructional Program)

d. Monitoring and adjusting County Office finances

(cf. 3460 - Financial Reports and Accountability)

e. Monitoring the collective bargaining process

5. Providing community leadership and advocacy on behalf of students, the County Office's educational program, and public education in order to build support within the local community
and at the state and national levels

ROLE OF THE BOARD (continued) BB 9000(d)

(cf. 0510 - School Accountability Report Card)
(cf. 1020 - Youth Services)
(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 1160 - Political Processes)
(cf. 1400 - Relations between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations between Private Industry and the Schools)
(cf. 9010 - Public Statements)

The County Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)

Legal Reference:
EDUCATION CODE
5304 Duties of County Board (re school district elections)
12400-12405 Authority to participate in federal programs
17565-17592 Board duties re property maintenance and control
33319.5 Implementation of authority of local agencies
35000 District name
35010 Control of district; prescription and enforcement of rules
35020-35046 Officers and agents
35100-35351 County Boards, especially:
35160-35185 Powers and duties
35291 Rules

Management Resources:
CSBA PUBLICATIONS
Maximizing School Board Governance
Professional Governance Standards, November 2000
School Board Leadership: The Role and Function of California's School Boards, 1996
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
The Key Work of School Boards, 2000
WEB SITES
CSBA: http://www.csba.org
CSBA Governance Institute: http://www.csba.org/gi
National School Boards Association: http://www.nsba.org
(2/97 3/01) 7/06
Board Policy

County Superintendent Of Schools, Compensation

BP 2112

Administration

Pursuant to Education Code 1207, the Tuolumne County Board of Education hereby establishes the method by which the board reviews the Tuolumne County Superintendent of Schools' salary.

1. For all newly elected County Superintendent, the County Board shall set the County Superintendent initial annual salary by June, prior to the year of election.

2. The County Board reserves the right to provide the County Superintendent with a salary increase at any time during the term of his or her office pursuant to Article IX, Section 3.1 of the California Constitution. Any such salary increase will be in addition to any compensation agreement.

3. The County Board recognizes it is not the "employer" and that the performance reviews of the County Superintendent are not personnel issues but rather appropriate actions in the public interest when considering compensation. The County Board and the Superintendent believe that regular and comprehensive evaluations can help improve skills and relationships.

4. The County Board shall appoint a committee of three at the board’s annual organizational meeting to review the County Superintendent's salary and compensation. The committee should meet at the request of the County Superintendent or Board President by September of each year, and report to the County Board at the subsequent County Board Meeting and give a recommendation either to increase or not increase the Superintendent’s salary. If the recommendation is to increase the salary, the committee will, with County Board input and direction, develop a recommendation for a first reading at the next County Board Meeting and action at the following County Board Meeting.

5. The County Board recognizes that it may not reduce the salary of the County Superintendent during the term of his or her office or for any consecutive new term to which he or she is elected or appointed.

Legal References:

EDUCATION CODE
1042 County boards, authority
1200 Chapter 2. County Superintendent of Schools, Article 1-Appointment, Qualifications, Salary and Expenses. Travel expense
1204 Retirement contributions
1207 County Superintendent; qualifications; salary

CALIFORNIA CONSTITUTION
Article IX, Section 3.2 (b)

Policy TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS
adopted: February 6, 2017 Sonora, California
Board Exhibit
County Superintendent of Schools, Compensation

E 2112
Administration

The board may use the following guidelines when setting the salary for a newly elected, incoming superintendent:

1. The salary should be set no lower than:
   - Step 8 of the highest range of the current TCSOS Management salary schedule; or
   - 5% above the highest paid cabinet member

2. The salary should be no higher than the current superintendent’s salary.

3. The board may take into consideration the highest, average and mean salaries of district superintendents in the county.

4. The board may take into consideration the highest, average and mean salaries of county superintendents in the same region and class.

Exhibit TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS
approved: February 6, 2017 Sonora, California
The California Constitution provides that the County Board of Education fix the annual salary of the County Superintendent of Schools. In accordance with the State Constitution, Government Code and Education Code, the Salary of the County Superintendent of Schools, initially fixed by the County Board, shall not be reduced during his term of office or for any consecutive new term to which he is elected or appointed.

The Board also recognizes that the Superintendent's salary should be both competitive and comparable to the Superintendents of Local School Districts with similar structure and level of complexity as well as other County Offices of Education of similar countywide attendance within California.

1. The Superintendent's salary shall be reviewed annually.

2. The Board shall review the Superintendent’s salary in conjunction with information and input provided by the Associate Superintendent, Fiscal and Administrative Services. In addition to comparison data from local school districts County Offices with similar countywide attendance, geographically proximate County Offices, and local countywide elected offices; the Board may also consider recommendations for salary increases based upon State-funded and/or negotiated Cost of Living Adjustments (COLAs).

3. The Superintendent and Board President shall also meet and confer to obtain additional perspective in this effort.

In conjunction with the annual review and setting of the Superintendent's salary, the Superintendent and Board shall perform a review of mutually agreed upon goals set by the Board and Superintendent as well as accomplishments of the Office in meeting these goals during the previous fiscal year.

It is the intent of the Board that all discussion and action relative to the Superintendent's salary be conducted at a regularly-scheduled public meeting.
Legal Reference:

CALIFORNIA CONSTITUTION
Article 3

EDUCATION CODE
Section 1207  County superintendent; qualifications; salary
Section 35145  Meeting; minutes; agenda
Process for Setting Superintendent’s Compensation  
(to be reviewed annually)

The California Constitution, Article IX, Section 3.1(b) empowers the County Board of Education to fix the compensation of the County Superintendent of Schools at a time and in an amount determined by the County Board of Education. The following protocol and criteria may serve as guidelines for the Board and Superintendent, it being understood that the Board reserves its plenary authority to establish the Superintendent’s Total Compensation. Throughout this process, the County Board of Education shall be mindful of its fiscal responsibility to the public; and act in the best interest of the Yolo County Office of Education, the students served by the county office and the broader community context.

A. Protocols and Criteria Guidelines

1. The Board will annually review the Superintendent’s Total Compensation for purposes of considering an adjustment for the fiscal year. Any adjustment may be retroactive to be in line with the Fiscal Year.

2. A Compensation Committee of two (2) Board Members shall be appointed annually at the Organizational Meeting in December in order to conduct the review, confer with the superintendent regarding total compensation and develop a recommendation to present to the Board for consideration.

This annual review may include the following data:

- Total Compensation cost for Superintendents within like County Offices of Education.
- Total Compensation cost for district Superintendents within the Yolo County boundaries.
- Total Compensation cost for County of Yolo Officials responsible for similar sized County departments or agencies.
- Information on the change in total compensation for YCOE employee groups including recognition of discrete pay increase amounts in addition to percentages, including the cost of step and column and medical benefits.
- Context of the County Office of Education annual budget(s).
- Applicable Cost of Living Indexes.
• Other criteria or information that the Committee may consider relevant to the Board’s decision and wish to submit for the Board’s consideration.

3. Every four years, in the final year of the incumbent’s term, the Superintendent’s Compensation Committee shall complete a comprehensive study of the Superintendent’s Total Compensation which study shall be presented to the Board. During the years where a comprehensive survey is completed the following information will be gathered from the jurisdictions listed above in number A(2) and will be compiled. The Committee may establish additional criteria for data to be collected for the comprehensive study. The Compensation Committee may choose to recommend to the Board, and the Board may adopt a total compensation range for the Office of County Superintendent for the upcoming term.

B. Board Action

1. A preliminary discussion of Total Compensation for the Superintendent will take place before the entire board. This item will be placed on the Board Agenda before any recommended package is presented by the Compensation Committee.

2. Recommended compensation package is initially presented by the Compensation Committee to the County Board as a discussion Agenda item. The Compensation Committee shall provide a report to the Board annually whether or not it recommends a change in compensation.

3. The Superintendent’s Total Compensation package recommended by the Compensation Committee is presented to the County Board as an Action Agenda Item. Board action shall be taken whether or not there is an adjustment in compensation.

C. Setting Salary for New Superintendent

In a year wherein the incumbent Superintendent is not running for re-election, no later than the date of election for County Superintendent of Schools, the Board, after receiving a report and recommendation by the Board Compensation Committee, shall establish a total compensation and may establish a range for the office of County Superintendent for the upcoming four year term. Once the identity of the new Superintendent is known, the
Committee shall confer with him or her as part of preparing a recommendation. The Board shall receive the Committee’s report and recommendation and set the starting total compensation for the new Superintendent.

The Board shall strive to reach the decision regarding the new Superintendent’s compensation not later than adjournment of the October meeting of the Board.

Thereafter, the salary will be annually reviewed and set by the Board, as set forth in parts A and B above.