

CLOSING THE DEAL AND GETTING REAL – SUPERINTENDENT CONTRACT NEGOTIATIONS AND EVALUATIONS

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Roadmap

1. Considerations for a Successful Superintendent Search
2. Closing the Deal
3. Trends in Superintendent Contracts
4. Performance Evaluations

CONSIDERATIONS FOR A SUCCESSFUL SEARCH



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Understanding the Superintendent Job Market

- The market for a school Superintendent is highly competitive. This is in large part due to a leadership shortage.
- What is driving this shortage?
 - A teacher shortage leads to a shortage of leadership.
 - High turnover rates: Since 2019, a Superintendent change has occurred at least one time in 35% of districts across the nation.
 - Heightening tensions between Superintendents and School Boards.
 - A recent national study conducted by Professor Rachel S. White at the University of Tennessee found that 40% of Superintendents reported being threatened on the job and 63% of Superintendents reported feeling worried about their mental health.

Steps for Conducting a Superintendent Search

- Step 1: Determine Selection Criteria.
- Step 2: Establish a Timeline.
- Step 3: Advertise the Position Widely.
- Step 4: Evaluate Applications.
- Step 5: Conduct Interviews.
- Step 6: Narrow it down to the “the one.”

Selection Criteria Example

- Applicants should have the following qualifications:
 - A visible, accessible, approachable leader who is committed to building mutual respect and trust and serving as a model and mentor among staff.
 - An articulate communicator with strong people skills and demonstrated ability to work creatively, effectively, and visibly with board members, staff, students, parents, and the community.
 - An administrator with a thorough knowledge of and successful experience in school district management, including information technology, staff development, program assessment, accountability measures and school improvement.
 - A leader with a proven track record of improved student achievement.

Why is the search process important?

- Choosing the right Superintendent is the most important decision a Board makes.
 - The Superintendent is the Board's one employee.
 - The Superintendent is the Board's partner in focusing on student outcomes and implementing board policy.
 - The right hire allows the Board and Superintendent to focus on their respective roles.
 - Studies have shown a link between leadership stability and student performance.

YOU'VE GOT YOUR IDEAL
CANDIDATE; IT'S TIME TO
CLOSE THE DEAL



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Closing the Deal

- **Key Question: What is it going to take to ensure our finalist will come to our district?**
- The answer lies in the contract and the negotiations surrounding the contract.

Why does the contract matter?

- **The Superintendent's life ties to the contract.**
- The contract dictates how the Superintendent governs the District.
- The contract outlines:
 - The term of employment.
 - The duties of the Superintendent.
 - Goal setting and evaluation.
 - Termination or reassignment.
 - Indemnification provisions.
 - Criticisms and complaints.

Why does the contract matter?

- **The Superintendent's position is tied to the contract.**
- The contract determines the Superintendent's financial wellbeing.
- The contract:
 - Sets the Superintendent's salary.
 - Provides the Superintendent with other financial benefits.
 - Determines the Superintendent's financial stability in retirement.
 - Sets forth the parameters for expectations and the evaluation cycle.
- **The contract imposes legal obligations upon the Superintendent and the School Board.**

Key Aspects of Contracts: Term

- **The term of a contract is the length of time over which the contract will be valid.**
- Most Superintendent contracts are for a term of three (3) years; however, your Board may consider a different term based on your needs.
 - Keep in mind that a contract signed in one School Board term (every four years) may be binding on the following School Board as well.
- When the term expires, the Board has the choice of whether to renew a Superintendent's contract.
 - Some contracts call for "automatic renewal."
- Sample Language: "The Board, in consideration of the promises herein contained of the Superintendent, hereby employs and the Superintendent hereby accepts employment as Superintendent of the District for a term commencing February 1, 2023, and ending June 30, 2026."

Key Aspects of Contracts: Responsibilities of the Superintendent

- The Contract is the place for the Board to set out its expectations of the Superintendent.
- Sample Language outlining expectations and responsibilities:
 - “The Superintendent shall have charge of the administration of the District under the direction of the Board. She shall be the chief executive officer for the Board; shall select, organize and assign all personnel, as best serves the District, subject to the approval of the Board; shall oversee the instructional program and business affairs of the District; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the District; and in general perform all duties incident to the office of Superintendent as prescribed by Board policy and such other duties as may be prescribed by the Board from time to time.”
 - “The Superintendent shall establish and maintain a visible presence in the District community. This obligation shall include, but not be limited to, regular attendance at after-hours District and community events.”

Key Aspects of Contracts: Compensation

- The salary is the most visible figure in a contract and will receive the greatest amount of scrutiny.
- It is important that both the Superintendent and the School Board are comfortable with the amount and can sufficiently articulate why the salary is justified.
- Salary factors should include:
 - Community expectations,
 - Student demographics,
 - Cost of living in the area,
 - Stage of career/experience, and
 - Length of service.

Key Aspects of Contracts: Compensation

- Pursuant to the SC Payment of Wages Act: “Every employer shall notify each employee in writing at the time of hiring of the normal hours and wages agreed upon, the time and place of payment, and the deductions which will be made from the wages, including payments to insurance programs.”
- Sample Language: “The Board shall pay the Superintendent an annual salary of Two Hundred Thousand and No/100 Dollars (\$200,000.00). The annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certificated employees of the District. Further, the Board and the Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this contract, based on the results of an annual performance review, but in no event shall the Superintendent be paid less than Two Hundred Thousand and No/100 Dollars (\$200,000.00).”

Key Aspects of Contracts: Benefits

- Contracts also set out all benefits of the job of Superintendent.
- Types of benefits that are typically set out in contract:
 - Vacation and Sick Leave: “The Superintendent shall be entitled to all benefits of administrative employees of the District, including but not limited to: sick leave, vacation leave...”
 - Tax-Sheltered annuities: “The District shall make an annual contribution to an annuity plan of the Superintendent’s choice in the amount of 10% of her base salary, with the first such contribution being made on or before....”
 - Health and Life Insurance provisions
 - Retirement programs
 - Pension System Contribution Reimbursements
 - Retirement Plan Contribution Assistance

Key Aspects of Contracts: Benefits

- Some Superintendent contracts provide non-traditional benefits such as:
 - Providing technological devices: “The District will provide the Superintendent with a smartphone, a laptop and tablet which the Superintendent may use in the performance of her duties and for reasonable personal use.”
 - Paying professional membership dues: “The District shall pay the Superintendent's dues to the American Association of School Administrators, the South Carolina Association of School Administrators, and any other professional group membership which the Superintendent believes is necessary to maintain and improve her professional skills.”
 - Automobile Allowances: “The Board shall provide the Superintendent with a monthly automobile use and maintenance allowance of One Thousand Dollars (\$1,000) to cover her expenses related to travel in and around the District.”

Creative Compensation Ideas

- Performance Bonus.
- Payment of medical plan premiums.
- Payment for unused vacation/sick days.
- Employer paid supplemental retirement plan.
- Advanced degree stipend.
- Life insurance supplement.
- Extra personal/vacation days.
- Guaranteed salary increase percentage.
- Post-retirement health care.
- Reimbursement for tax-deductible contributions to local organizations.
- Professional literature allowance.
- Expense allowance.

Key Aspects of Contracts:

- **Indemnification Clauses:** “The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as an agent/employee of the District, provided the incident or occurrence giving rise to the claim or action took place while the Superintendent was acting within the scope of her employment and, provided the Superintendent and the District do not have adverse interests in the matter.”
- **Performance Evaluation Provisions:** More on this to come.

Key Aspects of Contracts: Termination

- Five Common Contractual Grounds for Termination:
 1. Mutual agreement of the parties.
 2. Voluntary termination by Superintendent.
 - Compensation and benefits cease on day of separation.
 - Notice requirement.
 3. Disability of the Superintendent.
 - Illness or incapacity impacts Superintendent's ability to fulfill job obligations.
 4. Discharge for cause.
 - Cause = criminal conduct, unprofessional conduct, neglect of duty, dishonesty, or significant incompetency.
 5. Unilateral termination of the Superintendent.
 - Requires a vote of the Board and may include the payment of a severance package.

Intangible Factors

- While the contract is key piece of the puzzle in bringing your ideal candidate to your District, there are other considerations as well.
- The most important element in a candidate's decision about changing jobs is the quality of the Board and the willingness of School Board members to work as a team to improve the school system. Active Superintendents will be willing to explore the option of leading a school district if three conditions prevail:
 - They will be given the opportunity to utilize their professional leadership skills in a meaningful and proactive manner to move a district forward.
 - They will be granted confidentiality during the interview process so that they do not need to put their current job on the line and risk alienating their current board and/or community.
 - They will have an opportunity to advance professionally and financially.

Keys to Ensure Success

- Once you've found the right candidate, it is important to let that person know that the Board will ensure a smooth and successful transition.
- Consider:
 - Providing the new Superintendent with orientation and training to familiarize them with the district's policies, procedures, and culture.
 - Deciding on communication protocols between the Board, Board Chair, and Superintendent.
 - Provide the new Superintendent with an executive coach and any other support they may need.

TRENDS IN SUPERINTENDENT CONTRACTS



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Residency Requirements

- It has long been a requirement in many school districts that the Superintendent live in the district; however, that requirement is being included in less contracts.
- The contractual language: “The Superintendent must establish and maintain a permanent residence within the boundaries of XYZ School District for the duration of this Contract.”
- Reason for the trend:
 - Not having the requirement gives boards greater flexibility when hiring Superintendents.
 - There may be good candidates in nearby districts who live in commuting distance who are interested in the position but are not willing to move.
 - Candidates are showing more resistance to the high cost of relocation without reimbursement, especially if already located within a reasonable driving distance.

More Fringe Benefits

- Superintendent contracts have trended to include more “creative compensation” particular as a superintendent stays longer in a district.
- Salary is always a “lightning rod”; however, to attract/retain an experienced, successful Superintendent the Board must use other types of compensation, including:
 - Retirement Benefits;
 - Assisting with Healthcare;
 - Providing days off; and
 - Allowances for automobiles/technology.

Buyout Clauses

- More and more contracts for Superintendents contain buyout clauses.
 - Sample Language: “In the event that the Board terminates the Superintendent without just cause, the Superintendent shall not be entitled to appear before the Board; however, the District shall pay to the Superintendent, upon the execution of a complete release satisfactory to the Board, severance pay equivalent to one year's total compensation.”
- This provision is one way that Superintendents gain job protection.

Supermajority for Termination

- Recent contracts have begun including provisions which require a supermajority of Board Members to vote for termination in order to remove a Superintendent before the end of a contract.
- What is a supermajority of the board?
 - It is determined by each contract; however, it is some number of votes that is greater than one-half.
 - It may be three-fifths (60%) of the board or two-thirds (66.67%) or three quarters (75%).
- Consider this sample language: “The Board may, at its option, unilaterally terminate this agreement upon an affirmative vote of six (6) members of the Board present at any regular or special meeting of the Board.”
 - On a nine-member board this is 66.67% of the board.

More Attorney Involvement

- Recently, attorneys have been more involved in the search and contracting processes.
- Why?
 - Contracts have become more complex. Their complex nature can make them confusing for some Board members who are unfamiliar with executive compensation.
 - The language contained in contracts is critical for both compensation and governance provisions.
 - Attorneys can help to protect the district from legal liability, and attorneys hired at the expense of a superintendent candidate assist with negotiation.

More Trends – Outside of Contracting

- Salaries are rising, making it hard for boards to adjust.
- “Baby Boomer” Superintendents are retiring rapidly.
 - The supply of experienced Superintendents is declining.
- More high-level school administrators are being hired as as first-time Superintendents.
 - These Superintendents need mentoring because their chances of failure are higher due to inexperience.
 - Compensation negotiation is tough as these individuals often must take a step down in pay to get their first Superintendent job.

More Trends – Outside of Contracting (Cont.)

- Districts are beginning to look internally for Superintendents. Why?
 - It is harder to compete with other Districts for experienced talent.
 - They are going with what they know.
 - Districts are hiring for the position that internal candidates are entering, not the job they had.
 - Districts are mentoring within their culture.
 - Internal hiring is less costly than a search.
- External candidates are able to be more selective. Why?
 - The salary gap is becoming tighter between mid-sized suburban districts and larger districts.
 - Quality of life has become a major factor.
 - Caps on pensions mean going to a larger district may not actually result in a larger retirement.

PERFORMANCE EVALUATIONS



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Maximizing Performance

- Once you've completed a search, closed the deal, and successfully "on-boarded" a new Superintendent, it is important, as a Board, that you are finding ways to maximize the performance of your one employee: the Superintendent.
- One of the major ways to maximize your Superintendent's performance is conduct regular performance evaluations.
- Why conduct a performance evaluation?
 - It gives Board Members the opportunity to honestly analyze the Superintendent's progress in a variety of areas.
 - It provides an effective avenue for communication between the Board and Superintendent about the Superintendent's job performance.
 - It can serve as a corrective measure and lead to positive results.

Authority for Conducting Performance Evaluations

- Look to the District's School Board Policy: **Board Policy CBI.**
- Language from a South Carolina School District:
 - "To maintain leadership and to promote professional excellence and improvement of the superintendent's skills, the board will formally evaluate the superintendent **on an annual basis.** Each member of the board will be involved in this evaluation."
 - "The board will make the evaluation on the basis of the board's **written statements** concerning the abilities needed by, and the responsibilities and duties to be discharged by, the superintendent. The board will give the superintendent a **written opinion** on his/her abilities and performance in various areas. **The document will be given to the superintendent and discussed with him/her in an executive session.** The superintendent will be allowed to respond to the evaluation. **A written summary of the evaluation and the superintendent's response will be maintained in the superintendent's personnel file.**"

Authority for Conducting Performance Evaluations

- Many Boards mandate that performance evaluations take place on an annual basis in their Superintendent's contract.
- Sample language: "A formal performance evaluation shall be conducted by the Board prior to December 15, 2023, and subsequently during the month of November for each succeeding year, unless rescheduled by mutual agreement of the Superintendent and the Board. The Board also may conduct an informal interim performance evaluation of the Superintendent prior to December 2023. Such interim review shall consist of a discussion between the Board and the Superintendent about his/her performance and shall not require the completion of a written evaluation instrument."

What are we grading on?

- Standard performance evaluations are conducted by board members filling out “scoring rubric.” This rubric typically looks at a variety of “domains” including, but not limited to:
 - Policy and Governance
 - Policy and Assessment
 - Instructional Leadership
 - Organizational Management
 - Communications and Community Relations
 - Professionalism
- Once a School Board Member grades the Superintendent, their scores are added up and averaged among all Board Members to rate the Superintendent’s performance.
- Objective and subjective criteria are important.

Tips for Maximizing Performance

- Ensure that your District has a policy that provides for scheduled and regular performance evaluations of the Superintendent.
- Conduct a performance evaluation of your Superintendent at least once a year.
- While evaluating your Superintendent, be real and honest.
- Once the results of the evaluation are released to your Superintendent, maintain a policy of being honest while maintaining professionalism.

Tips for Maximizing Performance

- Utilize executive session to start a dialogue between the Board and the Superintendent about performance.
- Ensure that your Superintendent understands the results of the evaluation.
- Follow up on the important parts of the evaluation.
 - When appropriate, ask your Superintendent for an update.
- Build and maintain a positive relationship between yourself and your Superintendent.

Self-Evaluation – Superintendent

- During the time that the School Board evaluates the Superintendent each year, the Superintendent should also take the time to complete a self evaluation.
 - This process will essentially mirror the Board’s evaluation of the Superintendent.
 - The Superintendent should grade himself/herself on the same criteria that the Board used to evaluate him/her.
 - The Superintendent’s self-evaluation should be made through written statements and should be provided to all members of the Board and discussed with them in executive session at the next available meeting.
 - A copy of the Superintendent’s self-evaluation should be kept in his/her personnel file.
 - This process will further facilitate a dialogue between the Superintendent and the School Board.

Self-Evaluation – School Board

- Self-Evaluations are effective accountability measures for both the Superintendent and the School Board.
- After conducting an evaluation of the Superintendent, each of the School Board members should conduct an evaluation of the Board as a whole.
 - This evaluation should determine whether the Board is meeting its operational goals as set out under School Board Policy.
 - This evaluation should be based on the written statements of all Board Members and when completed should be distributed to all Board Members for discussion in executive session.

Sample Criteria for Self Evaluation: School Board

- Rate the School on the following statements on a scale of 1 to 5:
 - The board places children's needs ahead of personal or political gain.
 - The board promotes a positive image of schools in the local media.
 - The board makes decisions based on what is good for all children in the district.
 - The board sets clear priorities among district goals that are consistent with the district's mission and values.
 - The board works to ensure that adequate resources are distributed equitably to schools, staff, and students.
 - The board ensures that the district sets high academic standards and measures achievement relative to those standards.
 - The board maintains open and constructive relations with the community at large.
 - The board immediately discusses matters likely to alienate either board members or the superintendent.

Importance of Self-Evaluation

- By completing a performance evaluation, Superintendents and School Boards will:
 - Gain greater insights and set future goals for improvement.
 - Feel more confident about their abilities.
 - Select training programs that are more suited to their needs.
 - Develop a mindset for problem solving in their role.
 - Be more accountable.
 - Feel more valued and more motivated to learn new skills.

QUESTIONS?

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