

AMENDED IN ASSEMBLY MAY 15, 2013

AMENDED IN ASSEMBLY APRIL 11, 2013

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 280

Introduced by Assembly Member Alejo

February 11, 2013

An act to amend Section ~~53260~~ of, and to add Section ~~53260.3~~ to, the Government Code, 44036 of the Education Code, relating to employment: *school employees*.

LEGISLATIVE COUNSEL'S DIGEST

AB 280, as amended, Alejo. ~~Local agency employment contracts: maximum cash settlement. School employees: paid voluntary leave of absence.~~

Existing law authorizes the governing board of a school district to grant a leave of absence with pay to a school employee under specified circumstances, including, among others, if the employee is called for jury duty.

This bill would prohibit the governing board of a school district from granting a paid voluntary leave of absence to a district superintendent, deputy superintendent, assistant superintendent, or associate superintendent, of schools other than for those specified purposes, unless the paid voluntary leave of absence is approved by the governing board of the school district at a public meeting.

~~Existing law requires all employment contracts between an employee and a local agency employer to contain a provision that provides for the amount of cash settlement that may be paid out if the contract is terminated, as specified. Existing law provides that the maximum~~

~~settlement that an employee can receive is an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, or, if the unexpired terms of the contract is greater than 18 months, an amount equal to the monthly salary of the employee multiplied by 18.~~

~~This bill would provide that in the case of the voluntary termination of the employment contract of a district superintendent, deputy superintendent, assistant superintendent, or associate superintendent of schools, regardless of the number of months left on the unexpired term of the contract, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 3. The bill would provide that in the case of the involuntary termination of the employment contract of a district superintendent, deputy superintendent, assistant superintendent, or associate superintendent of schools, regardless of the number of months left on the unexpired term of the contract, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 6.~~

~~Existing law limits the amount of a cash or noncash settlement that a local agency employer may provide its district superintendent of schools to an amount no greater than the superintendent's monthly salary multiplied by zero to 6 if it terminates the superintendent's contract of employment and it is confirmed pursuant to an independent audit that the superintendent engaged in fraud, misappropriation of funds, or other illegal fiscal practices. In this case, existing law requires an administrative law judge, after a hearing, to determine the amount of the cash settlement.~~

~~This bill would change the maximum cash or noncash settlement amount that may be paid by a local agency employer to its district superintendent, deputy superintendent, assistant superintendent, or associate superintendent of schools under these provisions to an amount no greater than the superintendent's monthly salary multiplied by zero to one.~~

~~The bill would also require that an unspecified calculation be used to determine the maximum sum that may be paid to a district superintendent, deputy superintendent, assistant superintendent, or associate superintendent who is placed on paid leave of absence. This bill additionally would require that the employee exhaust all accrued sick leave and vacation time before the paid leave of absence takes effect.~~

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 44036 of the Education Code is amended
2 to read:

3 44036. (a) The governing board of a school district may grant
4 ~~leaves a leave~~ of absence to ~~employees~~ *an employee* to appear as
5 a witness in court other than as a litigant, or to respond to an
6 official order from another governmental jurisdiction for reasons
7 not brought about through the connivance or misconduct of the
8 employee.

9 (b) The governing board of a school district may grant ~~leaves~~
10 *a leave* of absence to ~~employees~~, *an employee* in ~~positions a~~
11 *position* requiring certification qualifications, regularly called for
12 jury duty in the manner provided for by law.

13 (c) The governing board *of a school district* may grant ~~such~~
14 *leaves a leave* of absence pursuant to subdivision (a) or (b) with
15 pay, up to the amount of the difference between the employee’s
16 regular earnings and any amount he *or she* receives for jury or
17 witness fees.

18 (d) *The governing board of a school district shall not grant a*
19 *paid voluntary leave of absence to a district superintendent, deputy*
20 *superintendent, assistant superintendent, or associate*
21 *superintendent of schools, other than for those purposes specified*
22 *in subdivision (a) or (b), unless the paid voluntary leave of absence*
23 *is approved by the governing board of the school district at a*
24 *public meeting.*

25 ~~SECTION 1. Section 53260 of the Government Code is~~
26 ~~amended to read:~~

27 ~~53260. (a) All contracts of employment between an employee~~
28 ~~and a local agency employer shall include a provision that provides~~
29 ~~that regardless of the term of the contract, if the contract is~~
30 ~~terminated, the maximum cash settlement that an employee may~~
31 ~~receive shall be an amount equal to the monthly salary of the~~
32 ~~employee multiplied by the number of months left on the unexpired~~
33 ~~term of the contract, with the following exceptions:~~

1 (1) ~~If the unexpired term of the contract is greater than 18~~
2 ~~months, the maximum cash settlement shall be an amount equal~~
3 ~~to the monthly salary of the employee multiplied by 18.~~

4 (2) ~~In the case of the voluntary termination of the employment~~
5 ~~contract of a district superintendent, deputy superintendent,~~
6 ~~assistant superintendent, or associate superintendent of schools,~~
7 ~~regardless of the number of months left on the unexpired term of~~
8 ~~the contract, the maximum cash settlement shall be an amount~~
9 ~~equal to the monthly salary of the employee multiplied by three.~~

10 (3) ~~In the case of the involuntary termination of the employment~~
11 ~~contract of a district superintendent, deputy superintendent,~~
12 ~~assistant superintendent, or associate superintendent of schools,~~
13 ~~regardless of the number of months left on the unexpired term of~~
14 ~~the contract, the maximum cash settlement shall be an amount~~
15 ~~equal to the monthly salary of the employee multiplied by six.~~

16 (b) (1) ~~Notwithstanding subdivision (a), if a local agency~~
17 ~~employer, including an administrator appointed by the~~
18 ~~Superintendent, terminates its contract of employment with its~~
19 ~~district superintendent, deputy superintendent, assistant~~
20 ~~superintendent, or associate superintendent of schools, that local~~
21 ~~agency employer may not provide a cash or noncash settlement to~~
22 ~~that employee in an amount greater than the superintendent's,~~
23 ~~deputy superintendent's, assistant superintendent's, or associate~~
24 ~~superintendent's monthly salary multiplied by zero to one if the~~
25 ~~local agency employer believes, and subsequently confirms,~~
26 ~~pursuant to an independent audit, that the employee has engaged~~
27 ~~in fraud, misappropriation of funds, or other illegal fiscal practices.~~
28 ~~The amount of the cash settlement described in this paragraph shall~~
29 ~~be determined by an administrative law judge after a hearing.~~

30 (2) ~~This subdivision shall apply only to a contract for~~
31 ~~employment negotiated on or after January 1, 2014.~~

32 (e) ~~The cash settlement formula described in subdivisions (a)~~
33 ~~and (b) are maximum ceiling on the amounts that may be paid by~~
34 ~~a local agency employer to an employee and is not a target or~~
35 ~~example of the amount of the cash settlement to be paid by a local~~
36 ~~agency employer to an employee in all contract termination cases.~~

37 ~~SEC. 2. Section 53260.3 is added to the Government Code, to~~
38 ~~read:~~

39 ~~53260.3. (a) (1) If a local agency employer, including an~~
40 ~~administrator appointed by the Superintendent, places a district~~

1 superintendent, deputy superintendent, assistant superintendent,
2 or associate superintendent of schools on paid leave of absence,
3 regardless of the length of that leave of absence, the local agency
4 employer may not pay the employee an amount greater than the
5 superintendent's, deputy superintendent's, assistant
6 superintendent's, or associate superintendent's monthly salary
7 multiplied by _____ for the duration of his or her leave of absence.

8 (2) The pay formula described in paragraph (1) is a maximum
9 ceiling on the amount that may be paid by a local agency employer
10 to a district superintendent, deputy superintendent, assistant
11 superintendent, or associate superintendent of schools and is not
12 a target or example of the amount to be paid by a local agency
13 employer to an employee who is placed on a paid leave of absence
14 in all cases.

15 (b) Before a paid leave of absence for an employee subject to
16 subdivision (a) takes effect, the local agency employer shall require
17 the employee to exhaust all of his or her accrued sick leave and
18 vacation time.

19 (c) This section shall apply only to a contract for employment
20 negotiated on or after January 1, 2014.