

Termination for Cause

This Agreement may be terminated by the Governing Board by a four-fifths majority vote for, but not limited to, breach of contract, grounds enumerated in Education Code Section 44932, or for the failure by the Superintendent to perform the duties and responsibilities set forth in the position description of the Superintendent.

In the event the Board terminates the Superintendent's contract for cause, upon written request by the Superintendent, the Board shall provide the Superintendent written reason(s) for its decision to terminate the contract. In such a circumstance, the Superintendent shall have a right to meet with the Board to discuss its decision to terminate. Any decision by the Board to terminate the Superintendent shall be final.

Termination for No Cause

If the Board, by a four-fifths (4/5th) majority vote, unilaterally terminates this contract prior to the end of the term, the Superintendent shall receive a cash settlement as described herein. The cash settlement the Superintendent shall receive shall be an amount equal to his monthly salary multiplied by the number of months left on the unexpired term of this contract. If the unexpired term is greater than 18 months, the cash settlement shall not exceed the monthly salary of the Superintendent multiplied by 18. Payments made pursuant to this early termination provision shall be made in a lump sum payment or on a monthly basis, at the Superintendent's discretion. The Superintendent shall be solely responsible for payment of any taxes which may be due and owing on such payment.