SUSPENSION WITHOUT PAY

The Board may, for good cause as determined by the Board, suspend the Superintendent without pay pending discharge or in lieu of termination. The suspension may not extend beyond the end of the school year. *Education Code 21.211(b)*

The procedures for hearings before a hearing examiner apply if the Superintendent requests a hearing after receiving notice of a proposed decision to suspend the Superintendent without pay. *Education Code 21.251(a)*

BACK PAY

If no discharge occurs after a suspension without pay, the Superintendent is entitled to back pay for the period of suspension. *Education Code 21.211(c)*

SUSPENSION WITH PAY

The Superintendent may be suspended with pay pending the outcome of a dismissal hearing. *Moore v. Knowles, 482 F.2d 1069 (5th Cir. 1973)*

CONTRACT TERMINATION

The Board may terminate the Superintendent's term contract and discharge the Superintendent at any time for good cause as determined by the Board. *Education Code 21.211(a), .212(d)*

NOTICE

Before dismissal for good cause, the Superintendent shall be given reasonable notice in writing of the charges against him or her and an explanation of the District's evidence, set out in sufficient detail to fairly enable the Superintendent to show any error that may exist. *Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985)*

HEARING

If the Superintendent desires a hearing before an independent hearing examiner on a proposed decision to terminate the Superintendent's term contract, the Superintendent shall file a written request with the Commissioner not later than the 15th day after receiving the written notice of the proposed action. The Superintendent shall provide a copy of the request to the District. The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing. *Education Code 21.251, .253* [See DFD]

SEVERANCE PAYMENTS

A board that makes a severance payment to the superintendent shall report the terms of the payment to the Commissioner.

DUTY TO REPORT

The interim Superintendent, new Superintendent, or Board President is responsible for timely filing a Superintendent Payment Disclosure Form with TEA. The District must file the Superintendent Payment Disclosure Form not later than 60 days after execution of an agreement to make payments of any kind to a departing Superintendent or any payment under such an agreement, whichever is sooner. No report is required for payments already earned and payable under the terms of a terminated employment contract, such as accrued vacation. Compliance with the reporting require-

ment is part of the District's compliance with required financial account practices. Failure to comply may result in sanctions.

REDUCTION OF STATE FUNDS

The Commissioner shall reduce the District's Foundation School Program (FSP) funds by any amount that the severance payment exceeds one year's salary and benefits under the Superintendent's terminated contract. The reduction shall be made for the school year following the school year in which the payment is made subject to an FSP reduction amount. The Commissioner shall also reduce the District's FSP funds in the school year following each school year that any additional payments are made to the former Superintendent requiring an FSP reduction. The District will be subject to reductions to FSP state funding for one or more school years until the liability amount has been liquidated in full, if the liability to the state exceeds the total flow of estimated earned revenue to the District under the FSP.

DEFINITION OF SEVERANCE PAYMENT

"Severance payment" means any amount paid by the Board to or on behalf of a Superintendent on early termination of the Superintendent's contract that exceeds the amount earned by the Superintendent under the contract as of the date of termination, including any amount that exceeds the amount of earned standard salary and benefits, that is paid as a condition of early termination of the contract.

Payments to a former Superintendent who remains employed by the District in another capacity or contracts with the District for services may be severance payments in whole or in part, if the payments are compensation for the early termination of a prior employment agreement.

Damages for early termination of an employment contract, including loss of benefits, are severance payments regardless of whether litigation has commenced or the form of any settlement.

Education Code 11.201(c); 19 TAC 105.1021–.1023