

SAMPLE CONTRACTUAL SEPARATION CLAUSE

Alternative Discharge with severance pay. The BOARD may, at its option, and by a minimum of sixty (60) days' notice to the SUPERINTENDENT, unilaterally terminate this Agreement for any reason during its term. In the event of such termination, the BOARD shall pay to the SUPERINTENDENT, as severance pay, an amount equal to and not greater than 20 weeks of compensation. "Compensation" shall be defined in the same manner as "severance pay" is defined in P.A. 100-0895. Severance pay may not be paid to the SUPERINTENDENT if the SUPERINTENDENT has been terminated for misconduct as defined in P.A. 100-0895. Prior to the exercise of the Alternate Discharge provisions, the BOARD shall provide the SUPERINTENDENT with an opportunity to address the BOARD in closed session.