

Lewis Center for Educational Research

**BP 2121: ADMINISTRATION
 PRESIDENT/CEO EMPLOYMENT AGREEMENT**

Adopted: September 5, 2002 Revised: October 12, 2019

The Board of Directors ("Board") for the Lewis Center for Educational Research ("LCER") believes that the President/Chief Executive Officer's ("CEO") Employment Agreement ("Agreement") shall outline the framework through which the Board and CEO are to work together to achieve LCER goals and objectives. When approving the Agreement, the Board shall consider the need for stability in the organization and shall ensure the best use of LCER resources. The Agreement shall be reviewed by the LCER's legal counsel and will define the statutory provisions relating to charter school employment, the employment terms and conditions of both the CEO and the Board to include but not limited to:

1. Employment relationship between the Board and CEO
2. Term of the Agreement and work schedule
3. Job description and duties
4. Salary in accordance with the LCER's Administrative/CEO salary schedule
5. Fringe benefits to include but not limited to technology, work related expenses, mileage, professional organizations/conferences/education, sick leave/holidays, health/retirement benefits
6. Criteria, process and procedure for annual evaluation of the CEO
7. Statement of child abuse and neglect reporting
8. Fingerprint / tuberculosis clearance
9. Conflicts of interest/consulting/proprietary information
10. Complaints or Charges Against the CEO: If a formal complaint "Complaint" is brought against the CEO for a violation of LCER Board Policies and Procedures, Employee Handbook, Charter Documents and Bylaws, or the CEO Employment Agreement and/or Job Description, as defined by law, the Board shall hear the Complaint in accordance with Government Code section 54957 and shall investigate in accordance with its Community Relations: Complaints Concerning LCER Personnel Board Policy and Administrative Regulation (BP 1312.1 and AR 1312.1) and Administration: President/CEO Employment Agreement (BP 2121). Complaints against the CEO should first be referred to the Board chair on behalf of the Board. If a complaint is to be heard before the Board, the Board chair shall present the complaint to the Board in accordance with Government Code section 54957. If an investigation commences, the Board may place the CEO on paid administrative leave, pending the results of an investigation. If the Board decides an investigation is warranted, the Board may refer the investigation to

a third party. When the investigation is complete, the results shall be presented to the Board. After receiving the results of the investigation, the Board shall decide in closed session what action, if any, is warranted.

11. Renewal/expiration of term
12. Termination provisions to include early termination without cause, termination with cause, death or incapacitation or revocation/non-renewal of charter if due to non-performance.
13. Requirement of CEO should he/she accept or be selected as a finalist for other employment
14. Other required provisions to include maximum limitations on cash settlement and required reimbursements. When the termination of the CEO's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the CEO has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided.
15. Savings clause
16. Amendments to the agreement

The Board may deliberate about terms of contract in closed session at a regular Board meeting. However, discussions regarding salary schedule or other compensation may occur in the closed session of a regular meeting ONLY between the Board and its designated representative(s), as permitted under Government Code 54957.6, for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective CEO. Such deliberations shall not be held during a special meeting.

The Board or its' designee may consult with LCER legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective CEO.

Terms of the Agreement shall remain confidential until the ratification process commences.

The Board shall take final action of the CEO's Agreement during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action the CEO's salary or compensation in the form of fringe benefits.

Copies of the Agreement and other public records created or received in the process of developing the recommendation related to the CEO's salary, benefits, and other compensation shall be available to the public upon request.