

EMPLOYMENT AGREEMENT



CONFIDENTIAL

This agreement is entered into in the city of Battle Creek, State of Michigan, on the date(s) set forth below, by and between Linda S. Hicks (hereinafter called "Superintendent") and the Board of Education of the School District of the City of Battle Creek, Calhoun County, Michigan (hereinafter call "Board").

WITNESSETH:

WHEREAS, the Board desires to employ the Superintendent and the Superintendent desires to be employed by the Board as the Superintendent of Schools,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Board hereby agrees as follows:

1. To engage and employ Linda S. Hicks as Superintendent of Schools for the School District of the City of Battle Creek for the period July 1, 2010, through June 30, 2013. This Employment Agreement shall be effective July 1, 2010, through June 30, 2013, and, except as otherwise provided herein, may be extended or renewed only by written agreement of the parties. In the event the Board determines not to renew or extend this Employment Agreement, then written notice of non-renewal of this Employment Agreement must be provided to the Superintendent no later than March 31, 2012. If such written notice of non-renewal is not provided on or before March 31, 2012, then this Employment Agreement shall be extended for an additional one-year period consistent with Section 1229(1) of the Revised School Code.

2. To pay the Superintendent salary at the rate of \$145,000.00 per annum in accordance with the provisions governing payment of salaries to other administrative staff members of the School District. This rate of salary shall be effective for the period

July 1, 2010 through June 30, 2011, and shall be effective for each fiscal year thereafter (through June 30, 2013) unless changed by mutual written agreement of the parties or by vote of the Board at a public meeting.

3. Vacation period is to be twenty (20) days per year at a time that is mutually agreed to by the Superintendent and Board President and pursuant to the applicable benefits policy expressed in the accompanying document entitled "Salary Adjustment & Benefits for Administrators & Supervisors." The full vacation period shall be deemed accrued as of the first day of each fiscal year. In the event that the Superintendent does not use all vacation days in a fiscal year, carryover of unused vacation days to a subsequent year shall not exceed ten (10) days per year. The Superintendent may bank up to ten (10) days of unused vacation per year to be paid out within seven (7) months of the termination of the contract. Pay for banked vacation days shall be at the per diem rate of salary in effect on the date prior to the effective date of termination. The total aggregate number of paid banked days shall not exceed 30 days. In cases of immediate emergency the Superintendent is allowed up to three days of personal leave during the contract year. Personal leave is not accumulative nor may it be carried over to a subsequent contract year. In recognition of the professional responsibilities performed outside the regular work day, the Superintendent will accrue 2 floating holidays with pay per school year.

4. To provide the Superintendent with life insurance in the face amount of two and one-half (2½) times annual salary under the Group Life Insurance Plan of the School District of the City of Battle Creek.

5. Except as provided in paragraph 4 of this Employment Agreement, the Superintendent shall receive the same insurance coverage available to other administrators employed by the District. Michigan Employee Benefit Services (MEBS) (underwritten by Blue Cross/Blue Shield) with a \$900-\$1,800 deductible, 80/20 plan with district funding additional 10% to make it a 90/10 plan, including a \$10/\$20 prescription card, is the health insurance in effect at the time this Employment Agreement was entered into. The Superintendent shall also be eligible to receive the same sick leave benefits which are available to other administrators employed by the School District.

6. To pay the Superintendent's association dues for membership in one national association, one state association, and one local association and other appropriate professional organizations as approved by the Board of Education.

7. Technology support will be provided to the Superintendent as determined by the Board of Education including a cellular phone and computer.

8. Superintendent shall be paid a monthly transportation allowance in the amount of \$400 (i.e., \$4,800 per annum.)

9. Superintendent shall be reimbursed for reasonable and necessary expenses related to work done in direct support of the district, including continuing education classes, so long as such reimbursement is consistent with the existing reimbursement policies of the District and subject to Board approval. If Superintendent moves her residence within the Battle Creek Public Schools School District prior to June 30, 2011, Board will reimburse Superintendent for the moving expenses actually incurred by Superintendent up to a maximum of Three Thousand Dollars (\$3,000). Superintendent

shall provide Board with appropriate documentation of the moving expenses related to said move.

10. The Board agrees that for each year (July 1 through June 30) during the term of this Employment Agreement, as part of the remuneration for her services pursuant to this Agreement,

a. it will make required employer contributions to the Michigan Public School Employees Retirement System and

b. it will permit her to participate by making elective (salary-reduction) deferrals to one or more insurance companies, custodial accounts or trusts (as selected by her from one or more District-approved plans) as

i. contributions to a tax-sheltered annuity pursuant to section 403(b) of the Internal Revenue Code and/or

ii. contributions to an eligible deferred compensation plan pursuant to section 457(b) of the Internal Revenue Code.

Such contribution(s) shall be fully vested and non-forfeitable.

Superintendent acknowledges that she assumes full responsibility for observing applicable annual limits on elective deferrals and that the Board assumes no liability with respect to the tax or retirement benefit consequences or for the investment performance results of any mutual funds or other investment vehicles she may designate pursuant to an annuity contract or deferred compensation plan.

c. For deferrals up to 6% of the Superintendent's salary, the district will make matching contributions on the Superintendent's behalf to any eligible annuity or

deferred compensation plan described above, at a rate of 50% of the Superintendent's deferral contributions.

d. At the time of retirement from the Battle Creek Public Schools, and if the administrator has at least ten years service in this district and qualifies for and is retiring consistent with the rules of the Michigan Public School Employee's Retirement System, she shall be paid for unused accumulated sick days up to 90 days.

11. Superintendent shall be permitted to observe the same holidays as other 12-month administrators employed by the District.

12. The district shall defend, indemnify, and hold harmless the Superintendent from and against any and all claims, demands, actions, proceedings, liability, losses, or expenses, of whatsoever nature (including reasonable attorney's fees), arising out of or related to the Superintendent's school-related duties and responsibilities, unless the injury, damage or loss was caused solely by the Superintendent's gross negligence or willful unlawful conduct. The district shall provide commercial liability coverage and the Superintendent shall be insured under the coverage for claims, losses, expenses (including attorney's fees), and damages arising from acts or omissions within the scope of the Superintendent's school-related duties and responsibilities. Without limiting the generality of the preceding sentences in this paragraph 12, the terms of the applicable insurance policy shall determine the coverage and defense available to the Superintendent and the monetary coverage shall be \$1,000,000 each occurrence and \$3,000,000 per year. This program shall include coverage for personal injury, special events, athletic events and auto liability.

The Superintendent agrees and contracts as follows:

1. To furnish, as long as this contract is in force, a valid and appropriate certificate qualifying her to act as Superintendent of the School District of the City of Battle Creek and written verification that she has satisfied the applicable continuing education requirements or administrator certification requirements established by the State of Michigan Board of Education as mandated by M.C.L. 380.1246.

2. To devote her full time, skill, labor and attention to her employment with the Board during the term of this Agreement.

3. To faithfully, diligently and competently perform the duties and obligations of Superintendent of the School District of the City of Battle Creek as defined in Board of Education policy, the Revised School Code of Michigan, or other specific direction provided to her from time to time by the Board of Education; to act as advisor to the Board on all matters pertaining to school administration or to the District generally; to implement the policies and programs of the Board of Education as announced or adopted from time to time; and, in general, to perform all of the duties and obligations pertaining to the office of Superintendent pursuant to Michigan law and as directed from time to time by the Board.

Both parties further agree and contract as follows:

1. The annual salary to be paid hereinafter will be reviewed by the parties for each year; however, the Board shall not be obligated to increase the Superintendent's annual salary paid pursuant to this Employment Agreement. The Superintendent's

salary shall be reviewed no later than May 1, 2011, and May 1, 2012, of this Employment Agreement. The Board of Education and the Superintendent shall meet on a quarterly basis to review the Superintendent's performance during the first year of this Agreement. After the first year of the Agreement, the Board and the Superintendent shall meet at least twice annually to review the Superintendent's performance. In addition, the Board shall evaluate the Superintendent in writing at least once annually at the end of the contract year. The evaluation process to be used will be established by the Board of Education with input from the Superintendent.

2. The Superintendent shall not be deemed to be granted continuing tenure in such capacity under the terms of the Michigan Teachers' Tenure Act by virtue of this Employment Agreement or for any other reason whatsoever.

3. This Employment Agreement may be terminated by the Board of Education at any time during its term in the event of Superintendent's death, retirement, or voluntary resignation of employment. The Board also retains the right to terminate this Agreement and Superintendent's employment with the School District at any time during the term of this Employment Agreement or any extension thereof for just cause. For purposes of this Employment Agreement, termination for just cause shall mean (a) the Superintendent engaging in conduct that constitutes just cause for discharge under Michigan law, including misconduct or violation of Board of Education written policies which violation results in a material adverse effect on the School District or its operations; (b) gross negligence, material breach of this Employment Agreement, fraud, dishonesty, or Superintendent's conviction of a felony; or, (c) failure to furnish and maintain the certificate she has agreed to furnish and failure to satisfy the applicable

continuing education requirements or administrator certification requirements established by the State of Michigan Board of Education or the Revised School Code. Termination for just cause shall be effective fourteen (14) days after the Board gives the Superintendent written notice of termination stating the basis or bases for such termination. The Superintendent shall be afforded an opportunity for a hearing before the Board of Education regarding such notice of termination if she desires. This hearing shall be conducted in private or open session of the Board, at the election and in the sole discretion of the Superintendent as permitted by the Open Meetings Act. The Superintendent shall be permitted to attend this hearing with a legal representative of her own choosing and at her personal expense.

4. In the event the Superintendent voluntarily resigns from employment with the School District subject to approval by Board, she shall give the Board at least sixty (60) days advance written notice prior to her last day of work.

5. This Employment Agreement contains the entire agreement of the parties and supersedes all prior negotiations, discussions, promises, understandings and agreements, whether written or oral, between Superintendent and the Board relating to the subject matter of this Employment Agreement. This Employment Agreement cannot be altered or amended except in writing and upon a majority vote of the Board, which writing must be signed by the Superintendent and by the President and Secretary of the Board of Education. In no event shall this Employment Agreement be modified by any oral statement, agreements, commitments, or understandings.

6. If any provision herein shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this

Employment Agreement shall, in such event, be construed as if such invalid or unenforceable provision had never been contained herein.

7. This Employment Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Michigan.

IN WITNESS WHEREOF, the parties have affixed their signatures on the date and year first above written.

Linda S. Hicks, Superintendent

Dated: _____

SCHOOL DISTRICT OF THE CITY OF BATTLE CREEK

By: _____

Its : President

Dated: _____

By: _____

Its: Secretary

Dated: _____

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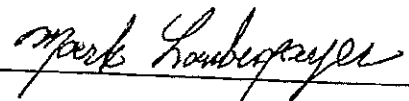
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Linda S. Hicks, Superintendent

Dated: 5-21-10

SCHOOL DISTRICT OF THE CITY OF BATTLE CREEK

By: 

Its: President

Dated: _____

By: 

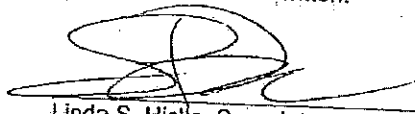
Its: Secretary

Dated: 5.21.10

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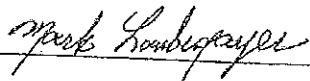
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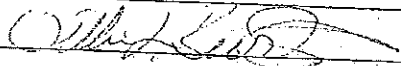
Dated: 5-21-10

SCHOOL DISTRICT OF THE CITY OF BATTLE CREEK

By: 

Its: President

Dated: _____

By: 

Its: Secretary

Dated: 5-21-10