

**Willow Run Community Schools  
Ypsilanti, Michigan**

**STUDENT SERVICES ADMINISTRATOR  
CONTRACT OF EMPLOYMENT**

It is hereby agreed by and between the Board of Education of the Willow Run Community School District (hereinafter "Board") and **Laconda Hicks** (hereinafter "Administrator") that, pursuant to Section 1229(2) of the Revised School Code, the Board hereby employs Laconda Hicks as Student Services Administrator for a two (2) year period commencing on July 1, 2009, and ending on June 30, 2011, according to the terms and conditions as described and set forth herein as follows:

1. Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract.
  
2.
  - A. Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract may be terminated and the Board shall have no further obligation hereunder.
  
  - B. Administrator shall attend those local and state professional meetings deemed appropriate by the Superintendent in accordance with a schedule determined by the Superintendent. The expenses of said attendance will be incurred by the District at the rate or limitation set by policy or administrative rule.
  
3. Administrator's performance shall be evaluated by the Superintendent annually, not later than May 30, of each year.
  
4.
  - A. The Board of Education and Superintendent have complete freedom to organize, reorganize, assign and transfer the administrative and supervisory staff in a manner which in their judgment best serves the Willow Run Community Schools.

- B. Discussion shall be held at the Superintendent's level when multiple administrative job assignments are being considered. The purpose of this discussion shall be to provide a vehicle for administrative input regarding the workload and compensation levels for such assignments. The Superintendent shall make the final decision in regard to administrative assignments.
- 5. An Administrator who has completed three (3) consecutive years of acceptable employment as an Administrator for Willow Run Community Schools, as determined by the Board, and has received a satisfactory evaluation for three consecutive years, shall be given a two (2) year contract. The Superintendent shall have the authority to offer a two (2) year contract to newly hired Administrators and to Administrators on staff who have served less than three (3) years when the Superintendent deems circumstances justify such actions.
- 6.
  - A. In the event the Board of Education for any reason determines to reduce the size of the administrative staff, Administrator is subject to layoff upon 90 days written notice. In said event this contract shall be terminated and no salary payment made by the Board of Education.
  - B. Failure to notify Administrator by March 1, 2011, of the Board's intent not to renew this contract will automatically result in a one-year extension of this contract.
- 7.
  - A. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud or if Administrator materially breaches the terms and conditions of the Agreement.
  - B. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.
  - C. In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
- 8. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled.
- 9.
  - A. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance

programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

- B. Should the Administrator be unable to perform any or all of his/her duties by reason of illness, accident, or other cause beyond his/her control and said disability exists beyond his/her sick leave during any school year, the Board may in its discretion make a proportionate deduction from the salary stipulated. If such disability continues for more than thirty (30) school days beyond his/her sick leave or if said disability is permanent, irreparable, or of such nature as to, in the discretion of the Board, severely impair his/her ability to perform the assigned duties, Administrator shall be granted a leave of absence without pay for the duration of such illness or injury up to one year and the leave may be renewed upon written request.
- 10.
- A. Administrator shall be paid at an annual salary rate of not less than \$92,837 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30). Upon separation of the Administrator during any fiscal/contract year, his/her annual salary shall be adjusted to reflect payment for the number of work weeks during which services were actually and physically rendered during the contract year.
  - B. The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.
  - C. Movement on the Administrative Salary Schedule (Schedule 1) shall be based on the administrative evaluation, which must indicate better than satisfactory performance. If Administrator is not advanced to the next level because he/she did not receive a better than satisfactory evaluation, his/her annual salary will still be improved by the wage increase applied to that schedule.
- 11.
- A. The Administrator shall receive the following benefits:
    - (i) Health insurance as offered;

- (ii) Dental insurance as offered;
  - (iii) Vision insurance as offered;
  - (iv) Long term disability as offered;
  - (v) Tuition reimbursement of \$95 per credit hour up to twenty (20) credit hours each school year, with prior approval by the Superintendent;
  - (vi) \$500 of membership dues in a professional organization approved by the Superintendent; and
  - (vii) Term life insurance coverage of \$50,000.
- B.** An Administrator on long term disability who has exhausted his/her sick leave shall be able to continue his/her hospitalization coverage by reimbursing the Board on the prepaid health in insurance plan. An Administrator who receives Master Medical coverage through his/her spouse may select from an approved quantity of options or a 403B with The Standard of \$100.00 per month.
12. **A.** Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 - June 30) as scheduled by the Board. Administrator shall receive vacation time of twenty five (25) days per fiscal year.
- B.** Vacation days shall be earned during each payroll period. For example, the Administrator shall earn approximately .769 of a vacation day effective the end of each payroll period. The Administrator may take vacation days before they are earned but, in the event he/she leaves his/her position before he/she earned the vacation time, he/she shall be obligated to reimburse the school district a pro-rated amount equivalent to the applicable per diem rate for excess days used. Vacation days may be carried over if not used within the twelve (12) month period. Administrator shall not receive any additional compensation in lieu of use of vacation days, except as separation. The rate of pay for unused vacation days will be the normal daily rate. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent.
- C.** Administrator shall also be entitled to five (5) non-duty days per year. These days are separate from sick leave and personal business provisions and may not be carried over from year to year. At least one day of duty must occur between vacation/holiday and non-duty days with the intent of preventing extended vacation, unless special cause is shown. Non-duty days must be approved by the Superintendent prior to their use.
- D.** In addition, the Administrator shall be entitled to the following paid holidays:
- Fourth of July
  - Labor Day

- Thanksgiving Day
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day
- Day after Christmas
- Extra Christmas Holiday (scheduled by Employer)
- Day before New Year's Day
- New Year's Day
- Good Friday
- Martin Luther King Day
- Spring Recess Monday
- Memorial Day

13. The Administrator shall be entitled to twenty (20) sick days annually, three (3) of which may be used for personal business. Earned sick leave shall be cumulative.

14. A. Terminal pay shall be paid to the Administrator upon resignation or retirement for unused accumulated sick leave at the rate of \$55 per unused sick day, not to exceed total amount of \$5,500, provided all provisions of this agreement have been met.

B. In recognition of service to the school district, an additional terminal leave payment of one and one-half percent (1.5%) of Administrator's current annual base salary for each year of service in the district will be paid to him/her upon completion of ten (10) years of employment in Willow Run, five (5) of which must have been in an administrative position, provided that the Administrator has reached the age of fifty-five (55) and retires from employment covered by and eligible for the Michigan Public Schools Employee Retirement System. The total amount paid under this schedule to any one Administrator shall not exceed \$6,000.

C (i). The Board has established a MPSERS Health Benefits Subsidy Program. Administrators wishing to participate in the MPSERS program must submit written intent to retire to the Office of Human Resources no later than April 1 of the calendar year in which they wish to retire. MPSERS Health Benefits Subsidy will be paid to the Administrator no later than December 31 of the year after retirement or within 30 days upon request from the Administrator.

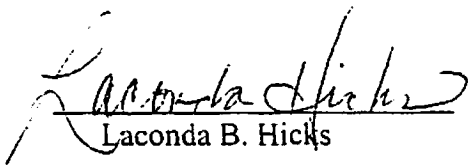
(ii). The Administrator must have had a continuous record of teaching or administrative responsibilities in the Willow Run Community Schools for not less than twelve (12) years service credit and be on the final level of the Administrative Salary Schedule (Schedule 1).

- (iii). The Administrator must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System. Upon request, the retiring Administrator shall furnish verification to the school district that he/she will receive MPSERS benefits immediately following his/her retirement.
  - (iv). Written notification of intent to retire must be given to the Office of Human Resources at least three (3) months prior to retirement for those who intend to retire during the school year. The three (3) month notice may be waived due to extenuating or unusual circumstances.
  - (v). Administrators meeting all of the above criteria will be awarded the sum of \$7,000.00.
  - (vi). The creation of this opportunity to receive the MPSERS Health Benefits Subsidy is intended by the parties to act as an additional benefit for those Administrators who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38,1301 et seq. In the event that this Health Benefits Subsidy is found to be contrary to law during the term of its existence, this Agreement shall be immediately canceled and the parties shall meet to negotiate for a successor provision. Administrators who have previously elected to receive the Subsidy shall continue to be covered by these provisions, to the extent permitted by law.
  - (vii). If any court of competent jurisdiction rules that MPSERS Health Benefits Subsidy is in violation of state statutes, all Administrators who would presently be functioning under the Subsidy would be eligible to return to the first available position for which they are qualified.
15. The Board shall provide the Administrator \$125.00 per month in lieu of mileage for transportation within the school district.
  16. A total of \$1,000 for conferences may be utilized during a year of employment with prior approval of the Superintendent with no more than \$2,000 accrued during a two year period. Additionally, the Superintendent shall have the latitude to approve additional funds over the base amount for conference allocation.
  17. The Board upon the request of the Administrator, shall withhold from Administrator's salary and transfer such sums as Administrator shall designate to a tax deferred annuity program of the Administrator's choosing, subject to legal restrictions.

18. The school district agrees to cover the Administrator under the district's school liability policy as provided to other employees of the Willow Run School District.
19. The Administrator shall fulfill all aspects of this contract, any exception thereto being by mutual written consent of the Board and the Administrator. Failure to fulfill the obligations agreed to in this contract will be viewed as good and just cause for discharge as noted above.
20.
  - A. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.
  - B. No change or modification of this Contract shall be valid of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.
21. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

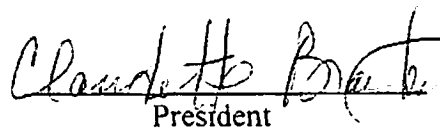
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below.

**ADMINISTRATOR**

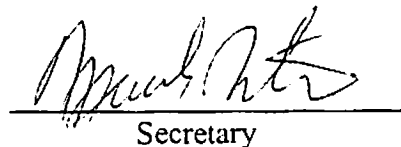
  
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 Laconda B. Hicks

Date: 7/7/09

**BOARD OF EDUCATION**

  
 \_\_\_\_\_  
 President

Date: 7/7/09

  
 \_\_\_\_\_  
 Secretary

Date: 7/9/09