

SEPARATION AGREEMENT

This Agreement is made between the Troy City Board of Education ("Board") and Dr. Lee A. Hicks ("Superintendent"):

WHEREAS, the parties entered into a contract for employment on October 16, 2017, ("Employment Contract") and the parties wish to enter into this "Separation Agreement" for the conclusion of that contract prior to the expiration of the terms stated therein; and

The parties agree that the early conclusion of the Employment Contract is mutual and this agreement is entered into for the purpose of setting forth the terms upon which that contract will be concluded;

Therefore, in consideration of the mutual covenants and promises contained herein, the Board and Superintendent agree as follows:

1. The Employment Contract between the Board and Superintendent will be concluded as of February 18, 2020, with this Separation Agreement taking effect immediately thereafter.
2. The Superintendent will continue to serve as a full-time employee of the School District until July 1, 2021. Starting on February 19, 2020, Superintendent shall not have the title, role, or responsibilities of "superintendent" per Ala. Code § 16-12-1, et seq. He may be assigned duties and responsibilities for only the Board (and not for any other Board) by the Board as necessary or desirable that are reasonable and commensurate with his experience and former position. To eliminate the impression that there are two superintendents, the Superintendent shall not be required to and shall not maintain office hours. Whenever the Board assigns duties and responsibilities, the Board will provide office space, equipment, and support staff as necessary to accomplish such assignments. However, nothing herein shall require that the Board assign any

duties to the Superintendent and it may exercise its right to place him on detached duty, without any requirement to report or otherwise perform duties, in its sole discretion.

3. The Superintendent shall be paid at the same base salary and in the same manner as he has been paid under the Employment Contract through the date of the conclusion of this agreement, meaning through July 1, 2021. The Superintendent shall not be entitled to any increase or any other change in rate of pay.

4. The Superintendent shall continue to receive all benefits on the same basis as available to full time employees of the Board insured through the Alabama Public Education Employees Health Insurance Plan, including retirement benefits and insurance benefits. Should Superintendent obtain other employment that provides for the same or substantially the same benefits, the Board's obligation to provide benefits shall terminate and Superintendent shall be reclassified as an independent contractor for the remainder of the contract term, and shall be available for consulting services as the Board may request and shall be paid at the same rate, but without payroll taxes being withheld as Dr. Hicks will become, under this clause an independent contractor. Should the Board vote to cease operations prior to July 1, 2021, this Separation Agreement and all obligations thereunder shall be deemed an indebtedness pursuant to Ala. Code § 16-8-17 and Superintendent shall be deemed to have been placed on detached duty. No successor to the Board shall have the authority to revoke, modify, or alter any term of this Separation Agreement.

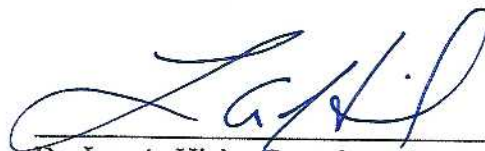
5. In further consideration of this agreement, the Superintendent, on his own behalf and on behalf of his respective heirs, executors, agents and assigns, hereby and forever releases the Board from, and agrees not to sue concerning, or any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand or cause of action arising from or in any

way related to his employment with the Board or any contractual agreements with the Board whether presently known or unknown. The Board provides reciprocal covenants and releases. However, notwithstanding the foregoing, the Board reaffirms and agrees that all provisions of the Employment Contract regarding indemnification and defense of any actions that arose during the term of the Employment Contract and this Separation Agreement shall be in full force and effect and shall remain so following the end of the term of this contract.


6. The parties warrant that this separation is mutually-advantageous and not based on any breach of the Employment Contract or cause by either side. The Board agrees to provide a neutral reference or better for Superintendent to any prospective future employers. The parties and all individual Board members agree that they will not make, or cause to be made, any disparaging remarks whatsoever about the other in any forum or medium, whether made by themselves or their employees or agents. Any violation of this provision, however slight, at any time while Superintendent remains employed by the Board or thereafter, shall be deemed a material breach of this contract.

7. The parties acknowledge that they execute this agreement freely, voluntarily and after having consulted with counsel of their choosing.

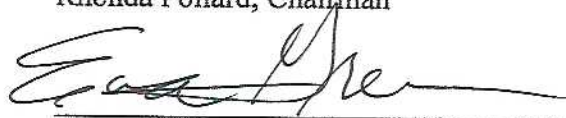
IN WITNESS WHEREOF, the Board, by its members, and the Superintendent have executed this agreement on the 18th day of February, 2020.



Dr. Lee A. Hicks, Superintendent



Rhonda Pollard, Chairman



Eva Green

Roxie Kitchens

Roxie Kitchens

Jonathan T. Cellon

Jonathan Cellon

Bo Coppage

Bo Coppage