

**RICHMOND COMMUNITY SCHOOLS  
RICHMOND, MICHIGAN**

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

**AMENDMENT # 6 (DECEMBER 10, 2018)**

THIS CONTRACT, made and entered into this 19<sup>th</sup> day of May, 2014, by and between Richmond Community Schools (hereinafter the "School District") and Brian J. Walmsley (hereinafter the "Superintendent"). This agreement revokes and otherwise supersedes any and all other contracts or agreements that may be in effect as of this date which concern the employment relationship between the Superintendent and the School District.

**IT IS AGREED:**

1. **Employment:** The School District hereby employs the Superintendent and the Superintendent agrees to work for the School District for the period of time commencing July 1, 2014 and ending December 31, 2023 subject to all covenants and conditions of this contract. It is understood and agreed that the Superintendent is employed in the capacity of Superintendent as defined in the Michigan Revised School Code.

To support the Superintendent with the daily and operational needs of the District, the School District agrees to minimally employ the following exempt positions: Administrative Assistant to the Superintendent, Director of Business and Management Services, Payroll and Employee Benefits Coordinator, Purchasing and Accounts Payable Coordinator, Community Liaison and Public Relations Secretary, Director of Curriculum and Educational Services, Director of Facilities and Operations, Director of Student Support Services, Food Service Director, and Transportation Director. The Superintendent shall have the discretion to appropriately adjust the title and/or duties of said positions and the FTE status of each said positions shall be mutually agreed upon based on the operational needs of the School District through the budget process.

Beginning July 1, 2018 through the term of this contract, unless mutually agreed upon otherwise, the School District and Superintendent agree not to employ the position of Director of Curriculum and Educational Services.

2. **Duties:** The Superintendent agrees to serve the School District and perform the duties in his capacity as Superintendent as directed by the Board of Education for the School District (hereinafter the "Board") and as required by the laws of the State of Michigan. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board and to carry out its programs, policies, rules and regulations during the entire term of this contract.

Upon commencement of this contract, the school district shall provide the Superintendent a paper and digital copy (or access to a digital copy) of any and all Board policies, rules and regulations of the district.

Should the Board or Superintendent deem said policies, rules and regulations require modifications, the Superintendent shall provide the Board with all recommended changes. Request from the Board to modify policies, rules and regulations shall be provided to the Superintendent in writing from the Board President.

3. **Compensation:** The School District agrees to pay the Superintendent a salary of One Hundred Eighteen Thousand Four Hundred Fifty and 00/100 Dollars per annum (\$118,450.00) per annum. The amount of such salary may be adjusted by action of the Board of Education for the School District from time to time thereafter, but shall in no event during the term hereof be less than One Hundred Eighteen Thousand Four Hundred Fifty and 00/100 Dollars per annum (\$118,450.00). Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Superintendent and the Board of Education's authorized representative shall become a part of this contract.

The Superintendent agrees to devote his time, skill, labor and attention to this employment, and to perform faithfully the duties of Superintendent for this School District, as directed by the Board of Education or as otherwise required by law. The above annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other administrative personnel employed by the School District. Each year the Board shall review the Superintendent's total compensation package as part of his annual performance evaluation.

As additional compensation, an annuity totaling three percent (3%) of the annual salary, will be paid by the Board. Payment to the annuity account shall be made to one of the designated companies registered with the District. If the Superintendent severs employment prior to year's end, the annuity will be pro-rated. Payment of the annuity shall be made before June 30<sup>th</sup> of each fiscal year.

4. **Work Year:** The Superintendent shall perform his duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary, and thus no additional compensation shall be forthcoming for such attendance.

5. **Tenure**: It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in his capacity as Superintendent or in any other administrative capacity by virtue of this contract of employment.
6. **Evaluation**: Annually, but not later than December 31<sup>st</sup> of each calendar year while the contract is in force, the Board shall review and evaluate the Superintendent's progress towards established goals, and working relationships with the Board, the staff and the community and provide the Superintendent with a written copy of its evaluation. As required by Section 1249 of the Revised School Code, or successor provision, the evaluation will be based upon multiple rating categories that take into account data on student growth as a significant factor and meet such other requirements as provided by law. For the 2016-17 school year, the Superintendent's evaluation shall be based on the time period from July 1, 2016 through December 31<sup>st</sup> 2016, utilizing the evaluation instrument from the 2015-16 school year. Beginning January 1, 2017, the Superintendent's evaluation cycle shall be a calendar year (e.g. January 1<sup>st</sup> through December 31<sup>st</sup>) utilizing the *Macomb Model Superintendent Evaluation*. The evaluation of the Superintendent shall be conducted and completed prior to December 31<sup>st</sup> of each calendar year.

An evaluation of the Superintendent by the Board that is satisfactory (e.g. effective or highly effective), shall extend this Agreement so as to maintain a five (5) year term.

A copy of the evaluation instrument used by the Board to evaluate the Superintendent shall be provided by January 1<sup>st</sup> of each calendar year.

7. **Conflict of Interest**: The Superintendent will faithfully serve the School District and be regardful of its interest during the term of this contract, and thereafter to the extent required by this contract and by law. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.
8. **Other Work**: Subject to the prior consent of the Board President, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.
9. **Professional Activities**: The Superintendent shall attend appropriate professional activities at the local, state and national levels. Within the budget, as approved by the Board, such costs of attendance shall be paid by the School District.
10. **Membership Dues**: The School District shall pay the cost of the Superintendent's membership in educational, professional and local civic or fraternal organizations.

11. **Medical Examination:** The Board of Education reserves the right to direct the Superintendent to an examining physician for a medical report if, in its judgment, there are circumstances which warrant a verification of either the physical or psychological competence of the Superintendent. The medical report may be shared by the President of the Board of Education with the other trustees but shall otherwise be maintained in confidence.
  
12. **Board Meetings:** Among his other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or the President's designee, and forward same to each member of the Board, along with his recommendations and supporting documentation on each agenda item, consistent with policy and procedure so that each member can assimilate such information prior to the meeting.
  
13. **Disability:** Should the Superintendent be unable to perform the duties and obligations of this contract, by reason of illness, accident or other causes and such disability exists for a period of more than one hundred twenty (120) calendar days, the Board of Education, at its option, may terminate this contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. Likewise, if it is immediately determinable that such disability is permanent, irreparable or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any long-term disability insurance benefits that apply by operation of other provisions of this contract.

Long-Term Disability: The Board shall provide, without cost to the Superintendent the following Long Term Disability (LTD) Insurance:

|                 |                           |
|-----------------|---------------------------|
| LTD             | 66 2/3% Maximum \$7,500   |
| Waiting Period: | 90 CDMF                   |
| Alcohol/Drug:   | Same as any other illness |
| Mental/Nervous: | Same as any other illness |
| SS Offset:      | Family                    |
| COLA:           | NO                        |

14. **Mileage:** Mileage shall be reimbursed at the current Internal Revenue Service rate for any school-related travel outside the School District.
  
15. **Vacation:** The Superintendent shall receive (23) days of vacation in each year of this contract. These days shall be available for use by the Superintendent on July 1<sup>st</sup> of each of the years of the contract, to be taken with the permission of the President of the Board/designee. Regardless of when the days are available for use they shall be earned at a rate of 1.9166 days per month. In the event the Superintendent leaves the employment of the District during the contract year, he shall be paid for the number of earned unused

days, or must reimburse the District for days used that were not earned. Superintendent agrees that the reimbursement owed by Superintendent may be payroll deducted. The Superintendent may request a carry over, into the ensuing school year, unused vacation days that must be used by October 1<sup>st</sup>, subject to the Board President's approval. For the term of this contract, unused days shall be paid at the end of the school year at a rate of fifty (50%) percent of his then current daily rate of pay.

16. **Holidays.** The Superintendent is entitled to twelve (12) paid holidays: New Year's Eve, New Year's Day, Good Friday, Monday after Easter, Memorial Day, Fourth of July, Labor Day, Wednesday prior to Thanksgiving, Thanksgiving, Day Following Thanksgiving, Christmas Eve and Christmas Day.

The Wednesday prior to Thanksgiving and the Monday following Easter shall be considered a "Floating Holiday." If students, teachers and building administrators are required to report, the Superintendent shall also be required to work. In that case, "Floating Holidays" shall be taken at another time when school is not in session at the discretion of the Superintendent.

17. **Life Insurance:** The School District shall provide the Superintendent with a term life insurance policy, if the Superintendent qualifies, providing coverage in the face amount of One Hundred Seventy-Five Thousand (\$175,000). In addition, a term life insurance policy shall be provided in the amount of Ten Thousand Dollars (\$10,000) for the spouse and Five Thousand Dollars (\$5,000) for each dependent child of the Superintendent. The provision of said insurance coverage shall be subject to the condition of the Superintendent's health being such that he qualifies, within the requirements of the insurance carrier, for coverage on a non-rated premium basis.

18. **Other Insurance Benefits:** The Superintendent shall be entitled to insurance coverage providing benefits for long-term disability, health/medical services, dental treatment and services, accidental death and dismemberment and optical appliances. The Superintendent shall have the prerogative to receive insurance benefits as outlined below:

Option 1 – Blue Cross and Blue Shield of Michigan SB PPO or equivalent. The Board shall pay the premium for medical up to the Legislative "Hard-Cap".

Medical – Equivalent to 2016-17 coverage offered

Dental – Equivalent to 2016-17 coverage offered. The School District shall pay 60% and the Superintendent shall pay 40% of the Dental premium.

Vision - Equivalent to 2016-17 coverage offered. The School District shall pay 60% and the Superintendent shall pay 40% of the Vision premium.

Option 2 – Blue Cross and Blue Shield of Michigan SB PPO Health Savings Account (HSA) or equivalent. The Board shall pay the premium for medical up to the Legislative "Hard-Cap".

The Superintendent may elect to for the District to prefund the HSA portion of the ABC Plan up to 100% of the deductible per year, beginning January 1<sup>st</sup> of each calendar year, however the HSA portion is an advance and is the Superintendent's ultimate responsibility. Should the School Distract-Superintendent relationship terminate prior to the Superintendent repaying the prefunded portion of the HSA, the remaining amount owed shall be withheld from the Superintendent's last check.

Medical – Equivalent to 2016-17 coverage offered.

Dental – Equivalent to 2016-17 coverage offered. The School District shall pay 60% and the Superintendent shall pay 40% of the Dental premium.

Vision - Equivalent to 2016-17 coverage offered. The School District shall pay 60% and the Superintendent shall pay 40% of the Vision premium.

In the event that the Superintendent elects not to receive health, dental, or vision insurance, the Board will contribute to a deferred income annuity program, an amount each month equal to 50% of the monthly health premium. The company is to be determined by the Superintendent from the annuity companies offered by the Board. All benefits, conditions, and requirements shall be set forth in the policy of taxable deferred income and as interpreted by the annuity company.

In the event there is legislation that limits the percentage of the premium the District pays, the District will discuss implications of that legislation. The Superintendent agrees that the Board has the right to allocate Superintendent's responsibility for a portion of the benefit plan costs for the insurance coverages specified above as may be determined by the Board in its discretion.

The Superintendent acknowledges that these benefits may be modified or changed, from time to time, by resolution of the Board, and that, in so doing that will alter these conditions and benefits. It is, moreover, acknowledged by the Superintendent that such potential modification or changes may reduce the level of benefits which these conditions and benefits will presently afford him.

The School District agrees that it shall provide insurance to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his authority and during the course of his employment, excluding criminal litigation. The terms of the insurance policy or policies shall be controlling respecting defense and indemnity of Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

Upon retirement from Richmond Community Schools, the School District shall reimburse the Superintendent the cost of self and spouse retirement health, vision and dental insurance, less the State of Michigan's portion, for a period of time equal to the number of service years acquired in Richmond Community Schools at the time of retirement, rounded to the next whole number. The Superintendent shall submit the appropriate documents for reimbursement on a yearly basis.

19. **Sick Leave Days:** At the beginning of each fiscal year, the Superintendent shall be credited with fifteen (15) sick leave days. These days shall be earned at a rate of one and one quarter (1.25) days per month. Sick leave days may be utilized when the Superintendent is ill or has suffered a disabling injury. In the event that the Superintendent leaves the employment of the School District before the end of the fiscal year, he shall be required to reimburse the School District for sick leave days that were utilized but not yet earned. Superintendent agrees that reimbursement owed by him may be payroll deducted. At the end of the fiscal year, any earned but unused sick leave days will be accrued and can be used in future years.

Upon termination of employment, the School District will compensate the Superintendent for one-third (1/3) of any accrued earned, but not yet utilized, sick leave days at his daily rate of pay at that time.

During the life of this contract, a supplemental reserve of unearned sick leave days will be maintained for the Superintendent. This reserve of unearned sick leave days will be used to bridge the Superintendent to long term disability should the Superintendent suffer a permanently disabling illness or accident. At the commencement of employment, the reserve will be credited with ninety (90) supplemental sick leave days. During the life of this contract, the number of days in the reserve will be reduced by the number of sick leave days accrued by the Superintendent, plus the number of sick leave days he has earned in the current fiscal year. At no time will the supplemental reserve of sick leave days exceed ninety (90) days. Upon termination of employment, the Superintendent will not be compensated for any supplemental sick leave days in the reserve.

20. **Personal Leave Days:** The Superintendent shall be granted five (5) personal leave days in each year of this contract. These days shall be used with the permission of the President of the Board/designee. Unused personal leave days shall be paid at the end of the school year at a rate of fifty percent (50%) of his then current daily rate of pay.
21. **Bereavement Leave:** The Superintendent shall be permitted to be absent from his duties without loss of pay for reasons of death in his immediate family for up to five (5) duty days for each occurrence. The immediate family shall be defined as spouse, children, parents of either spouse, stepchildren, father or mother of either spouse, stepparents, grandparent of either spouse, grandchildren, sibling of either spouse, spouse of sibling of either spouse, stepbrother, stepsister or any other person acceptable as an exemption on the Superintendent's income tax or any person who makes his home with the

Superintendent and in the judgment of the Board President/designee is emotionally dependent on the Superintendent as members of a household.

22. **Agreements With Other Employee Groups:** The salary, fringe benefits, rights and privileges to be afforded the Superintendent in the employment relationship with the School District herein contemplated shall be exclusively determined by the terms and conditions of this contract and any later amendments hereto shall not be determined or controlled by other contracts and agreements between the School District (and/or its Board of Education) and various employee groups
23. **Totality of Terms:** This contract contains all of the terms agreed to by the parties with respect to the subject matter of this contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.
24. **Termination of Contract:** In addition to any other rights the School District may have by law or under this contract, this contract may be terminated at any time during its term by the School District for acts of moral turpitude, misconduct or if the Superintendent violates any of the terms of covenants of this contract. In such event, the Superintendent shall be advised in writing, in advance, of the Board's intention to consider effecting such a mid-term termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at the Superintendent's option. Following the hearing, should the Board of Education determine to terminate this contract, the parties hereby agree to submit any dispute arising out of termination of this contract to arbitration, the award arising out of which shall be binding on the School District and the Superintendent and enforceable in any court of competent jurisdiction in this state. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted arbitrarily and capriciously in its determination to terminate the Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which may be referred by either party to the Detroit Regional Office of the American Arbitration for appointment of an arbitrator and processing under their Voluntary Labor Arbitration Rules.
25. **Renewal of Extension:** Except as provided in Section 6, any renewal or extension of this contract shall be accomplished through a written document, either amending this contract or superceding it. Non-renewal of this contract shall be accomplished by delivery of a written notice from the Board of Education for the School District to the Superintendent prior to the expiration date of this contract, in conformity with the applicable requirements of the Revised School Code, currently MCL 380.1229.
26. **Records:** The parties acknowledge that pursuant to Sections 1230, 1230a and 1230b of the Revised School Code, employment pursuant to this Agreement is conditional until such time as both parties have fully complied with said Sections. In this regard, both




parties agree to fulfill all duties and obligations expressed and implied in these sections of the Revised School Code. The Superintendent further acknowledges employment pursuant to this contract is conditional upon the School District's receipt of response(s) to unprofessional conduct checks pursuant to Section 1230b of the Revised School Code deemed satisfactory to the School District.


27. **Residency:** The Superintendent agrees to maintain residency within thirty (30) miles of the boundaries of the Richmond Community School District.

28. **Other:** Subject to approval by the Board, the Superintendent shall have complete authority to organize, reorganize and arrange the administrative and supervisory staff, including personnel, instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board.

The Board, individually and collectively, shall refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation if the individual Board members deem referral to be warranted based upon the nature of the complaints, criticisms and suggestions.

In addition to directing that all complaints, criticisms, and suggestions concerning the District or any of its personnel to the Superintendent as set forth above, the Board agrees that it shall work with the Superintendent in a spirit of cooperation and team work, and shall provide the Superintendent with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by either a majority of the Board or by the Superintendent, an outside advisor will be mutually selected by the Board and Superintendent, and shall be paid for by the School District, to facilitate discussion of the relationships of the Board and Superintendent, in advancement of the best interest of the District.

By:   
\_\_\_\_\_  
Brian J. Walmsley  
Superintendent  
Richmond Community Schools

By:   
\_\_\_\_\_  
Margaret Teltow  
President, Board of Education  
Richmond Community Schools

Dated: December 10, 2018

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